ROAD TRANSFER INTERLOCAL AGREEMENT BETWEEN PINELLAS COUNTY, FLORIDA AND CITY OF CLEARWATER, FLORIDA

THIS AGREEMENT made and entered into this ______day of ______, 2022, by and between: **PINELLAS COUNTY, FLORIDA**, a political subdivision of the State of Florida, ("COUNTY"), by and through its Board of County Commissioners, and the **CITY OF CLEARWATER**, a municipal corporation existing under the laws of the State of Florida, ("CITY"), collectively Parties.

WITNESSETH:

WHEREAS, pursuant to Section 334.03(21), Florida Statutes (2020), right-of-way is defined as "land in which the state, the department, a county, or a municipality owns the fee or has an easement devoted to or required for use as a transportation facility;" and

WHEREAS, pursuant to Section 334.03(22), Florida Statutes (2020), "Road" is defined as "a way open to travel by the public, including, but not limited to, a street, highway, or alley. The term includes associated sidewalks, the roadbed, the right-of-way, and all culverts, drains, sluices, ditches, water storage areas, waterways, embankments, slopes, retaining walls, bridges, tunnels, and viaducts necessary for the maintenance of travel and all ferries used in connection therewith;" and

WHEREAS, pursuant to Section 334.03(8), Florida Statutes (2020), the "County Road System" is defined as "all collector roads in the unincorporated areas of a county and all extensions of such collector roads into and through any incorporated areas, all local roads in the unincorporated areas, and all urban minor arterial roads not in the State Highway System;" and

WHEREAS, pursuant to Section 334.03(3), Florida Statutes (2020), the "City Street System" is defined as "all local roads within a municipality, and all collector roads inside that municipality, which are not in the County Road System;" and

WHEREAS, pursuant to Section 335.0415, Florida Statutes (2020), the jurisdiction and responsibility for operation and maintenance of public roads is that which existed on June 10, 1995 and may be transferred by mutual agreement of the COUNTY and the CITY; and

WHEREAS, Section 337.29(3), Florida Statutes (2020), provides that title to roads transferred pursuant to Section 335.0415, shall be in the government entity to which such roads have been transferred upon the recording of a deed or right-of-way map in the public records; and

WHEREAS, the Road Segments have been regularly maintained by the COUNTY and/or the CITY, jointly or severally, for the immediate past 7 years;

WHEREAS, the COUNTY and the CITY have determined that it is in the best interest of the Parties that responsibility for the operation, maintenance, planning, design and construction of the Road Segments be transferred to the CITY and any future improvements thereto will belong to the CITY.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, the Parties hereby agree as follows:

1. The above recitals are true and correct and incorporated herein.

2. The COUNTY's jurisdiction, rights, interest and title, if any, and control of all segments of public Roads, as defined in Section 334.03 (22), Florida Statutes (2020), listed in Exhibit A and depicted in Exhibit B attached hereto (hereinafter "Road Segments") are transferred and conveyed to the CITY's City Street System, such transfer to include maintenance responsibilities for stormwater facilities as identified in Section 334.03(22).

3. Within 30 days of the execution of this agreement by both Parties, the COUNTY will file a right-of-way maps which are substantially the same as those attached hereto as Composite Exhibit B and (b) transfer(s) of easement(s) and fee simple property which are substantially the same as those attached hereto as Exhibit C to transfer any recorded easements or deeds reflected on Exhibit B as "to be transferred by separate instrument." In accordance with Section 337.29 (3), Florida Statutes (2020), upon the recording of the right-of-way map the CITY accepts all legal rights, responsibilities, and obligations with respect to the Road Segments, including but not limited to the operation, planning, design, construction, improvement, and maintenance of the Road Segments, including stormwater drainage and facilities, within and appurtenant to the rights-of-way transferred herein and the permitting associated therewith. The CITY shall also have the same governmental, corporate, and proprietary powers with relation to the Road Segments as the CITY has with relation to other public roads and rights-of-way within the CITY's City Street System.

4. The CITY recognizes that the COUNTY may have utilities located within the road segments which are being transferred as part of this agreement. The Parties recognize that this agreement does not affect those utilities as they currently exist, but the COUNTY shall retain ownership of said utilities, and will be subject to the CITY's requirements, including permitting, for subsequent modifications or the placement of additional utilities.

5. As limited by Section 768.28, Florida Statutes (2020), the Parties shall remain responsible for any tort liability for any actions arising out of their prior maintenance of any Road Segment and in accordance with Section 337.29, Florida Statutes (2020), the COUNTY shall remain responsible for any tort liability for any actions arising out of the COUNTY's operation of the Road Segments prior to the recording of the right of way map transferring the Road Segments to the City Street System. Except as otherwise provided herein, the CITY and the COUNTY agree that no indemnification or hold harmless agreement shall be in effect concerning any claims, demands, damages and causes of action that may be brought against either party pursuant to this Agreement. The CITY and the COUNTY shall each individually defend any action or proceedings brought against their respective agencies pursuant to this Agreement and shall be individually responsible for all of their respective costs, attorneys' fees, expenses and liabilities incurred as a result of any such claims, demands, suits, actions, damages and causes of action, including the investigation or the defense thereof, and from and against any orders, judgments or decrees that may be entered as a result thereof. Nothing herein is intended to serve as a waiver of any immunity from or limitation of liability that either the CITY or COUNTY are entitled to under the doctrine of sovereign immunity or Section 768.28, Florida Statutes. Nothing herein shall be construed as consent by the COUNTY or CITY to be sued by third parties in any matter arising out of this Agreement.

6. COUNTY shall provide CITY with a list of all completed, planned and/or unfunded roadway/sidewalk/striping projects for the Road Segments and, upon the City Manager's request, access to Plans, Specifications, Drawings, and Permits for such projects if available. COUNTY shall assign to CITY any existing contractor or manufacturer warranties or guarantees for any completed projects for the Road Segments. COUNTY shall facilitate the transfer of operation and maintenance responsibilities to CITY for COUNTY obtained environmental permits obtained from County, State or Federal entities.

7. Whenever one of the Parties to this Agreement desires to give notice to the other, such notice must be in writing, sent by U.S. Mail, certified, return receipt requested, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

For the COUNTY:

Director of Public Works Department Pinellas County 22211 US Hwy 19, Bldg. 1 Clearwater, FL 33765 (727) 464-8900

For the CITY:

City Manager City of Clearwater P.O. Box 4748 Clearwater, FL 33758-4748

8. CITY and COUNTY agree that this is the entire agreement between the Parties with regard to the transfer of jurisdiction of the Road Segments. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the roadways transferred herein and there are no commitments, agreements or understandings as to the roadways subject to this Agreement that are not contained in this document. This Agreement cannot be modified or amended without the express written consent of the Parties. Accordingly, no modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity therewith. Nothing herein shall prevent CITY and COUNTY from transferring additional roadways in the future by amendment to this Agreement or by the execution of separate agreement.

9. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

10. The failure of either party to insist upon strict performance of any terms of this Agreement shall not be considered a waiver of any provisions set forth herein and shall not prevent enforcement of this Agreement.

11. Neither this Agreement nor any term or provision hereof or right hereunder shall be assignable by any parties and any attempt to make such assignment shall be void.

12. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

13. Each of the exhibits attached hereto is expressly incorporated herein and made a part of this Agreement, and all references to this Agreement shall include the exhibits hereto.

14. This Agreement shall become effective upon the filing with the Clerk of the Circuit Court for Pinellas County as required by Section 163.01, Florida Statutes (2020).

15. This Agreement shall be construed in accordance with the laws of the State of Florida and venue for any state court action pertaining to this Agreement shall lie solely in the county or circuit courts in and for Pinellas County, Florida and shall lie solely in the U.S. District Court, Middle District of Florida, Tampa Division for any federal court action.

16. The COUNTY and CITY shall each promptly notify the other of the receipt of any third-party claim involving, or resulting from, either party's jurisdiction, operation, or maintenance of any Road Segments. Both Parties agree to fully cooperate with each other to investigate and resolve any such claims, including but not limited to providing all necessary documents showing ownership, jurisdiction, maintenance and/or operational activities for the Road Segments prior to their transfer pursuant to this Agreement. Anytime prior to the recording of the right-of-way map in accordance with Paragraph 3 the CITY or COUNTY may elect to terminate this Agreement by notifying the other party and this Agreement shall be of no further force or effect.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Parties hereto have caused these present to be executed by their duly authorized officers, and their official seals hereto affixed, the day and year first above written.

Countersigned:

ha

Frank V. Hibbard Mayor

By:

Jon Jennings City Manager

Delk, on behalf of Michael

CITY OF CLEARWATER, FLORIDA

Approved as to form:

Laura Mahony Senior Assistant City Attorney

Attest:

Rosemarie Call City Clerk



PINELLAS COUNTY, FLORIDA by and through its Board of County Commissioners

BY:

Dave Eggers, Chair Charlie Justice, Chair

ATTEST: Ken Burke, Clerk

By: _____ Deputy Clerk

(Seal)

APPROVED AS TO FORM: APPROVED AS TO FORM

By: <u>Christy Donovan Pemberton</u>

Office of the County Attorney

EXHIBIT A

Road Transfer Agreement Road Segments Transferred from Pinellas County, Florida to City of Clearwater, Florida

	То	Exhibit	C/L	Plat Name or	Book and Page
		Sheet #	Miles	Document Type	
Daniel St	East Terminus	B-1	0.08	Acker's Subdivision	PB 30-91
Allen Ave	McMullen Booth Rd	B-1	0.21	Acker's Subdivision	PB 30-91
SR 580	McMullen Booth Rd	B-1	0.17	Acker's Subdivision	PB 30-91
Douglas Ave	Coles Rd	B-2	0.10	Sunset Knoll	PB 24-26
Douglas Ave	Coles Rd	B-2	0.10	Sunset Knoll	PB 24-26
Sunset Point Rd	Aloha Ln	B-2	0.10	Sunset Knoll	PB 24-26
Sunset Point Rd	State St	B-2	0.12	South Binghamton Park	PB 12-81
Chenango Ave	Betty Lane	B-2	0.10	Floradel Sub	PB 15-7
Sunset Point	Sedeeva	D 0	0.00	South Binghamton Park	PB 12-81
		B-2	0.22	Floradel Sub	PB 15-7
	South	D 0	0.04	Canterbury Heights	PB 49-16
Grove Ave.	Terminus	B-3	0.04	Deed	OR 855-401
Grove Ave.	S. Belcher Rd.	В-3	0.25	Bell-Cheer Subdivision	PB 30-60
				First Addition to Bell Cheer Subdivision	PB 33-54
				Second Addition to Bell Cheer Sub	PB 33-70
Woodley Rd.	S. Belcher Rd.	B-3	0.25	Glen Ellyn Estates	PB 34-32
				Druid Park	
# 503 A				Bell-Cheer Subdivision	PB 30-60
Burnice Dr.	Bell Cheer	B-3	0.05	Glen Ellyn Estates	PB 34-32
				Canterbury Heights	PB 49-16
Bell Cheer Dr.	East Terminus	B-3	0.12	Pleasant Ridge Estates	PB 53-71
NE Coachman Rd	Palmetto St	B-4	0.09	Palmetto Terrace	PB 39-75
N Belcher	Berkley DI	R 4	0.14	Palmetto Terrace	PB 39-75
Rd		B-4	0.14	Coachman Hill Estates	PB 75-90
		_		Bonair Hill Sub	PB 26-108
Wood Ave	Ridge Ave	B-5	0.15		PB 30-41
Flagler Dr	Wood Ave	B-5	0.13	Highland Pines Ninth Addition	PB 71-14
	Allen Ave SR 580 Douglas Ave Douglas Ave Sunset Point Rd Sunset Point Rd Chenango Ave Sunset Point Rd Grove Ave. Grove Ave. Woodley Rd. Burnice Dr. Bell Cheer Dr. NE Coachman Rd N Belcher Rd	Allen AveMcMullen Booth RdSR 580McMullen Booth RdDouglas AveColes RdDouglas AveColes RdSunset Point RdAloha LnSunset Point RdState StChenango AveBetty LaneSunset Point RdSedeeva Cir NGrove Ave.South TerminusGrove Ave.S. Belcher Rd.Woodley Rd.S. Belcher Rd.Bell Cheer Dr.East TerminusNE Coachman RdPalmetto St Rd.N Belcher RdBerkley PIWood AveRidge Ave	Allen AveMcMullen Booth RdB-1SR 580McMullen Booth RdB-1Douglas AveColes RdB-2Douglas AveColes RdB-2Sunset Point RdAloha LnB-2Sunset Point RdState StB-2Chenango AveBetty LaneB-2Sunset Point RdSedeeva Cir NB-2Grove Ave.South TerminusB-3Grove Ave.S. Belcher Rd.B-3Woodley Rd.S. Belcher Rd.B-3Burnice Dr.East TerminusB-3Bell Cheer Dr. Coachman RdEast TerminusB-3NE Coachman RdPalmetto St Berkley PIB-4Wood AveRidge AveB-5	Allen AveMcMullen Booth RdB-10.21SR 580McMullen Booth RdB-10.17Douglas AveColes RdB-20.10Douglas AveColes RdB-20.10Sunset Point RdAloha LnB-20.10Sunset Point RdState StB-20.10Sunset Point RdState StB-20.12Chenango AveBetty LaneB-20.10Sunset Point 	Allen AveMcMullen Booth RdB-10.21Acker's SubdivisionAllen AveMcMullen Booth RdB-10.17Acker's SubdivisionSR 580McMullen Booth RdB-10.17Acker's SubdivisionDouglas AveColes RdB-20.10Sunset KnollDouglas AveColes RdB-20.10Sunset KnollSunset Point RdAloha LnB-20.10Sunset KnollSunset Point RdAtex StB-20.12South Binghamton ParkChenango AveBetty LaneB-20.12South Binghamton ParkRdCir NB-30.04Canterbury Heights DeedGrove Ave.S. Belcher Rd.B-30.25First Addition to Bell Cheer SubdivisionWoodley Rd.S. Belcher Rd.B-30.25Glen Ellyn Estates Druid ParkBurnice Dr.Bell Cheer Dr.B-30.05Glen Ellyn Estates Druid ParkBell Cheer Dr.East TerminusB-30.12Pleasant Ridge EstatesNE Coachman RdPalmetto St Berkley PIB-40.04Pleasant Ridge EstatesWood AveRidge AveB-50.15Bonair Hill Sub Highland Pines Sub Highland Pines Sub

					Highland Oaks Estates	PB 66-100
Long St Flagler			B-5		Sixth Addition to Highland Pines Sub	PB 48-70
	Flagler Dr	Ridge Ave		0.25	Highland Oaks Estates	PB 66-100
					First Addition to Highland Pines Sub	PB 30-100
Carroll St	Flagler Dr	Ridge Ave	B-5	0.25	Sixth Addition to Highland Pines Sub	PB 48-70
			D-0	0.23	First Addition to Highland Pines Sub	PB 30-100
Wood Ave	Levern St	Carroll St	B-5	0.15	Bonair Hill Sub	PB 26-108
Ridge Ave	Palmetto St	Levern St	B-5	0.40	Highland Oaks Estates	PB 66-100
Ridge Ave	Carroll St	Crown St	<u>В-5</u>	0.10	Highland Pines Sub First Addition to Highland Pines Sub	PB 30-41 PB 30-100
					Third Addition to Highland Pines Sub	PB 32-71
					Sixth Addition to Highland Lake Sub	PB 48-70
Sherwood St	Wood Ave	Ridge Ave	B-5	0.15	First Addition to Highland Pines Sub	PB 30-100
					Third Addition to Highland Pines Sub	PB 32-71
Crown St	Wood Ave	Ridge Ave	B-5	0.15	Third Addition to Highland Pines Sub	PB 32-71
Scott St	Wood Ave	Ridge Ave	B-5	0.15	Third Addition to Highland Pines Sub	PB 32-71
Lynn Ave	Gentry St	Sherwood St	B-5	0.05	Fourth Addition to Highland Pines Sub	PB 33-90
Calamondin	Edenwood St	Kumquat Dr	B-6	0.22	Woodvalley Unit No. 1	PB 68-30
Ln					Virginia Groves Estates First Addition	PB 47-41
Calumet St	South Terminus	Hercules Ave	B-7	0.30	Deed	OR 2099-356
CR 31	S Bayview	East	B-8	0.09	Revised Map of Town of Bay View	PB H6-23
	Ave	Terminus			Myron A. Smith's Bay View Subdivision	PB 25-57
					Deed	OR 8894-1101
CR 193	Sunset Point	Castle	B-9	0.37	Deed	OR 8894-1104
	Rd	Woods Dr	0 -0	0.07	Deed	OR 3640-871
		<u>с</u>			Road Petition	BCC 8-342
Downing St	McMullen	Bayshore	B-10	0.25	Downing Subdivision	PB 26-79
	Booth Rd	Blvd			Deed	OR 2405-457

					Deed	OR 2405-458
					Bayedge Terrace	PB 69-66
					Easterly 150' of R/W as described in OR 3753-646	OR 3753-646
					Grovewood	PB 66-44
Druid Rd E	Belcher Rd	US Hwy 19	B-11	0.95	Pinellas Groves	PB 1-55
		001111910			Deed	DB 1624-13
					Edenville Sub	PB 35-97
					Deed	OR 1281-245
Enterprise	Countryside	Main St	B-12	0.48	Dunedin Industrial Park	PB 64-76
Rd	Blvd	indir of			Deed	OR 4727-693
	0.5.500	Morningside	D 42	0.08	Virginia Grove Terrace Fourth Addition	PB 37-75
Evans Dr	SR 590	Dr	B-13	0.28	Carlton Terrace First Addition	PB 43-39
Lucas Dr	SR 590	N Terrace Dr	B-13	0.22	Virginia Grove Terrace Third Addition	PB 37-74
Thomas Dr	SR 590	N Terrace Dr	B-13	0.22	Virginia Grove Terrace Second Addition	PB 37-73
Grove Dr	SR 590	N Terrace Dr	B-13	0.22	Virginia Grove Terrace First Addition	PB 37-62
	SR 590	North Terminus	B-13	0.25	Virginia Grove Terrace	PB 37-29
El Trinidad Dr E					Winwood	PB 113-43
					Diane Heights Replat	PB 90-5
	Evans Dr	El Trinidad Dr E	B-13	0.23	Virginia Grove Terrace Fourth Addition	PB 37-75
					Virginia Grove Terrace Third Addition	PB 37-74
N Terrace Dr					Virginia Grove Terrace Second Addition	PB 37-73
					Virginia Grove Terrace First Addition	PB 37-62
					Virginia Grove Terrace	PB 37-29
S Hillcrest Ave	Ponce De Leon Blvd	Bayview Dr	B-14	0.12	Monterey Heights First Addition	PB 33-43
Glen Oak Ave N	West Dead End	Glen Oak Ave E	B-15	0.18	Kapok Terrace	PB 36-14
Glen Oak Ave E	Terrace View	Glen Oak Ave N	B-15	0.11	Kapok Terrace	PB 36-14
Lake Vista	West Dead	Glen Oak	B-15	0.17		
Dr	End South Dead	Ave E			Kapok Terrace Kapok Terrace	PB 36-14 PB 36-14
		Glen Oak	B-15	0.31		1

Grand View Ave	West Dead End	McMullen Rooth Dd	B-15	0.22		
Terrace View	Moss Ave	Booth Rd McMullen	B-15	0.14	Kapok Terrace	PB 36-14
Ln		Booth Rd	D-15	0.14	Kapok Terrace	PB 36-14
Merrill Ave	West Dead End	McMullen Booth Rd	B-15	0.22	Kapok Terrace	PB 36-14
Hoyt Ave	West Dead End	McMullen Booth Rd	B-15	0.15	Kapok Terrace First Addition Kapok Terrace First Addition	PB 49-48 PB 49-48
San Jose St	West Dead End	Madera Ave	B-15	0.04	Del Oro Gardens	PB 45-74
San Pedro St	West Dead End	Madera Ave	B-15	0.04	Del Oro Gardens	PB 45-74
Wolfe Rd	McMullen Booth Rd	East Dead End	B-15	0.13	Bayview Bluff	PB 33-53
Kentucky Ave	Private Rd	Meadow Lark Ln	B-16	0.03		
		Lair Lii			Bay View City Sub	PB 9-43
					Unit 2 of Palm Terrace Sub.	PB 27-63
					Pine Brook Sub.	PB 23-64
	Pinebrook Drive	Sunset Point Rd			Deed	DB 1407-297
					Highland Terrace Manor	PB 36-46
					Pinebrook Highlands	PB 30-53
Kings Hwy			B-17	0.80	Zephyr Gardens	
					Second Addition to Betty Lane Heights Sub.	PB 36-29
					Sandy Oaks	PB 93-81
					Deed	DB 1407-290
					Deed	DB 1407-299
					Road Petition	BCC 17-294
Meadow Dr	Sunset Point Rd	Pineland Ln	B-18	0.05	Barrett Manor	PB 45-84
Elliott Dr	Sunset Point Rd	Pineland Ln	B-18	0.05	Barrett Manor	PB 45-84
·					Lake Lela Manor	PB 35-12
Brentwood Dr	Keene Rd	Brookside Rd	B-19	0.14	Lake Lela Manor First Addition	PB 38-7
Beverly Cir	Keene Rd	Brookside	B-19	0.15	Meadow Creek	PB 36-26
N		Rd	D-19	0.10	Lake Lela Manor	PB 35-12

					Lake Lela Manor First Addition	PB 38-7
Meadow Ln	Keene Rd	Brookside Rd	B-19	0.17	Meadow Creek	PB 36-26
Woodring Dr	Owen Dr	East Terminus	B-20	0.20	Carlton Terrace First Addition	PB 43-39
Dianne Terr	Diane Dr	East Terminus	B-20	0.08	Diane Heights Replat	PB 90-5
Morningside Dr	Owen Dr	East Terminus	B-20	0.25	Carlton Terrace First Addition	PB 43-39
Marilyn Dr	Morningside Dr	Woodring Dr	B-20	0.12	Winwood Carlton Terrace First Addition	PB 113-43 PB 43-39
Skyland Dr	Morningside Dr	Woodring Dr	B-20	0.14	Carlton Terrace First Addition	PB 43-39
Diane Dr	Morningside Dr	South Dr	B-20	0.21	Carlton Terrace First Addition	PB 43-39
Winwood Dr	Morningside Dr	North Terminus	B-20	0.05	Winwood	PB 113-43
South Dr	U.S. Hwy 19	Carlton Dr	B-20	0.07	Ehle Subdivison Carlton Terrace	PB 28-39 PB 41-16
			D-20	0.07	A portion of R/W described in DB 568-267	DB 568-267
			B-20	0.22	Ehle Subdivision Carlton Terrace First Addition A portion of R/W described in DB 568-267	PB 28-39 PB 43-39
South Dr A		Sunset Point Rd			A portion of R/W described in DB 572-479 lying within Parcel "A" as shown hereon A portion of R/W described in OR 8730-235 lying	DB 568-267
					within Parcel "A" as shown hereon Revised Map of Jurgens	OR 8730-235
					Addition to Clearwater	<u>PB 4-17</u>
					I. A. Mason's Sub	PB 1-12
		N Keene Rd	B-21		Pine Crest	PB 1-66
Palmetto St	N Myrtle St			2.02	No. 1 Springfield Sub	PB 3-56 PB 4-23
49 ^{°°}			4 19 19		No. 2 Springfield Sub	PB 4-23 PB 20-2
•					The Country Club Addition Country Club Estates	PB 20-2 PB 25-43
					F.A. Kennedy's Fair Burn Addition	PB 9-97

Pine BrookPB 23-64PB 27-42Bonair Hill Sub No. 4PB 29-79Oak HillsPB 20-70PB 29-79PB 20-70PB 29-79PB 20-71Oak HillsPB 20-70PB 20-70PB 20-71PB 20-70PB 20-71PB 20-70PB 20-71PB 20-70PB 20-71PB 20-70PB 20-71PB 20-70PB 20-71PB 20-70PB 20-72PB 20-70PB 20-72PB 20-70PB 20-72PB 20-70PB 20-72PB 20-70PB 20-72PB 20-70PD 20-72PB 20-70PD 20-72PB 20-70PD 20-72		1	T	T	1		
Pineland DrOverbrook RdSunset Point RdB-220.10Image: Construction of the section of the						Pine Brook	PB 23-64
Pineland DrOverbrook RdSunset Point RdB-220.10Jack Heights Subdivision DeedPB 30-91Pineland DrOverbrook RdSunset Point RdB-220.10Jade Heights Subdivision DeedPB 30-90Pinestata AveSouth TerminusNorth TerminusB-220.10Jade Heights Subdivision DeedPB 30-90Poinsetta AveSouth TerminusArbelia St Arbelia StB-230.10Jade Heights Subdivision DeedPB 30-90Pine MallSouth TerminusB-230.15BrooklawnPB 13-59Lantana AveSouth TerminusUnion St TerminusB-230.16BrooklawnPB 13-59Lantana AveNo Heil IIB-230.06BrooklawnPB 13-59IS-96Lantana AveNo Bety Lin TerminusB-230.06BrooklawnPB 13-59IS-96Lantana AveNe Huin St TerminusB-230.06BrooklawnPB 13-59IS-96Lantana AveNe Hy Lin TerminusThe Mall B-230.06BrooklawnPB 13-59IS-96Arbelia St N Bety LinThe Mall TerminusB-230.06BrooklawnPB 13-59IS-96Arbelia St N Bety LinThe Mall TerminusB-230.06BrooklawnPB 13-59IS-96-72Sunny Park DriveRegal RoadTermipe StB-250.30Sunny Park GrovePB 36-72Sunny Park DriveRegal RoadTermipe StB-25<						Unit 1 of Palm Terrace Sub	PB 27-42
Pineland DrOverbrook RdSunset Point RdB-220.10 B-23B-220.10 B-23PB 30-91 PB 64-17Pineland DrOverbrook RdSunset Point RdB-220.10 B-23Jade Heights Subdivision DeedPB 30-90Pineland DrOverbrook RdSunset Point RdB-220.10 B-23Jade Heights Subdivision DeedPB 30-90Pineland DrOverbrook RdNorth TerminusB-220.10 B-23Jade Heights Subdivision DeedPB 30-90Poinsetta AveSouth TerminusNorth TerminusB-230.20 B-23BrooklawnPB 13-59Poinsetta AveSouth TerminusUnion StB-230.10 B-23Jade Heights Subdivision DeedPB 13-59Charlana AveSouth TerminusUnion StB-230.20 BrooklawnBrooklawnPB 13-59Iantana Ave TerminusUnion StB-230.06 BrooklawnPB 13-59PB 13-59Iantana Ave TerminusUnion StB-230.06 BrooklawnPB 13-59PB 13-59Arbelia StN Betty LnThe MallB-230.05 BrooklawnPB 13-59PB 13-59Arbelia StN Betty LnThe MallB-230.05 BrooklawnPB 13-59PB 36-72Sunny Park DriveRegal RoadTemple StB-250.30Sunreest PB 36-72PB 36-72Sunny Park DriveRegal RoadTemple StB-250.30Sunreest PB 36-72PB 36-72 <t< td=""><td></td><td></td><td></td><td></td><td></td><td>Bonair Hill Sub No. 4</td><td>PB 29-79</td></t<>						Bonair Hill Sub No. 4	PB 29-79
Pineland DrOverbrook RdSunset Point RdB-220.14 Ambleside First Addition AdditionPB 61-8 PB 61-8 PB 64-17 Eighth Addition to Highland PB 68-20 Hallmark Sub The South 21.06' of RW conveyed to Pinelas County per OR 11117- 1293 OR 11117-1293 OR 11117-1293 Deed Deed Deed OR 6194-1265 Deed Deed OR 6194-1265Poinsetta Ave Ave Terminus Arbelia St Arbelia St Arbelia St Arbelia St N Betty In The Mall B-23 Arbelia St N Betty In The Mall B-23 O.05 Brooklawn PB 13-59 Suncrest PB 36-72 Suncrest PB 36-72 Suncrest PB 36-72 Suncrest PB 36-72 Suncrest PB 36-72 Suncrest PB 36-72 Suncrest PB 36-72 PB 36-72 Suncrest PB 36-72 Suncrest						Oak Hills	PB 7-66
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Brookhill Unit 7 PB 59-40	Dive					Brookhill Unit 8	PB 60-14
						Brookhill Unit 7	PB 59-40

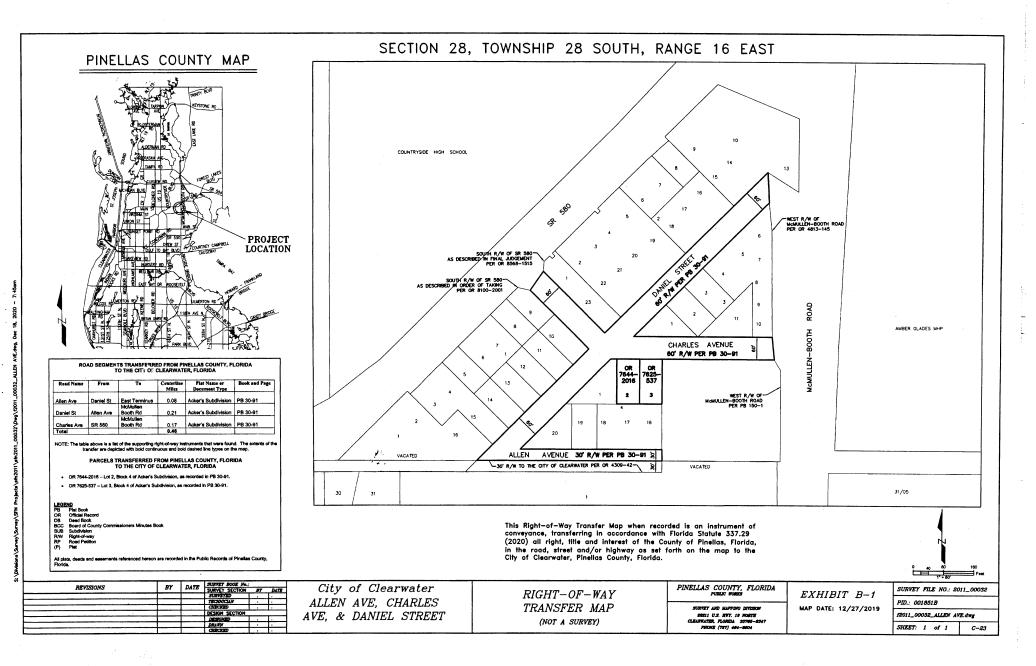
					Deed	OR 1698-331
· ·					Clearwater Industrial Park	PB 44-46
Sunnydale Blvd	Hercules Ave	N Belcher Rd	B-26	0.50	Clearwater Industrial Park Replat	PB 71-91
					Resolution	OR 5318-435
Sunshine Dr	Railroad R/W	Calumet St	B-27	0.24	Clearwater Industrial Park	PB 44-46
Sunshine Di		Calumet St	D-21	0.24	Deed	OR 335-602
Woodlawn	S Prescott				Unit 1 of the First Addition to Salls' Subdivision	PB 36-51
St	Ave	S Betty Ln	B-28	0.04	Brookhill Unit 1	PB 39-41
					Road Petition	BCC 2-198
Howard St	S Jefferson Ave	Young Ave	B-28	0.06	Salls' Subdivision	PB 28-38
Woodside Ave	Magnolia Dr	Druid Rd	B-29	0.12	Oak Acres Sub Unit 2	PB 28-41
Woodcrest Ave	Magnolia Dr	Druid Rd	B-29	0.12	Oak Acres Sub	PB 27-11
Woodruff Ave	Magnolia Dr	Druid Rd	B-29	0.12	Oak Acres Sub	PB 27-11
Total				17.01		

- LEGEND C/L Ce Centerline
- PB Plat Book
- OR Official Record
- DB Deed Book
- RPB Road Plat Book
- Board of County Commissioners Minutes Book BCC
- SUB Subdivision
- R/W **Right-of-way**
- RP Road Petition
- (P) Plat

EXIBIT B

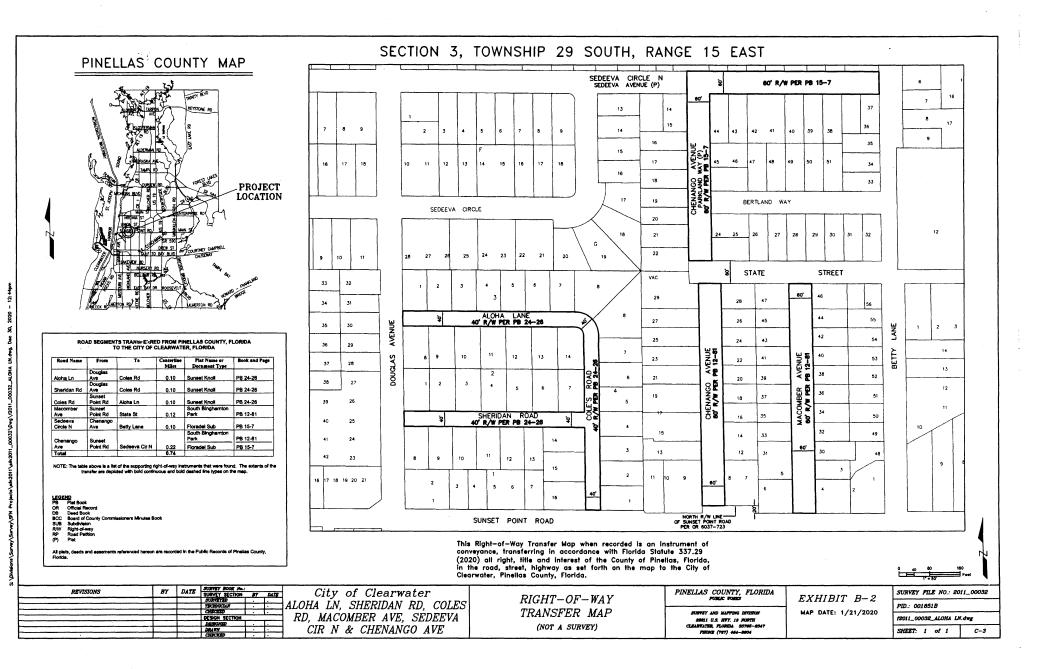
Right-of-Way Transfer Maps

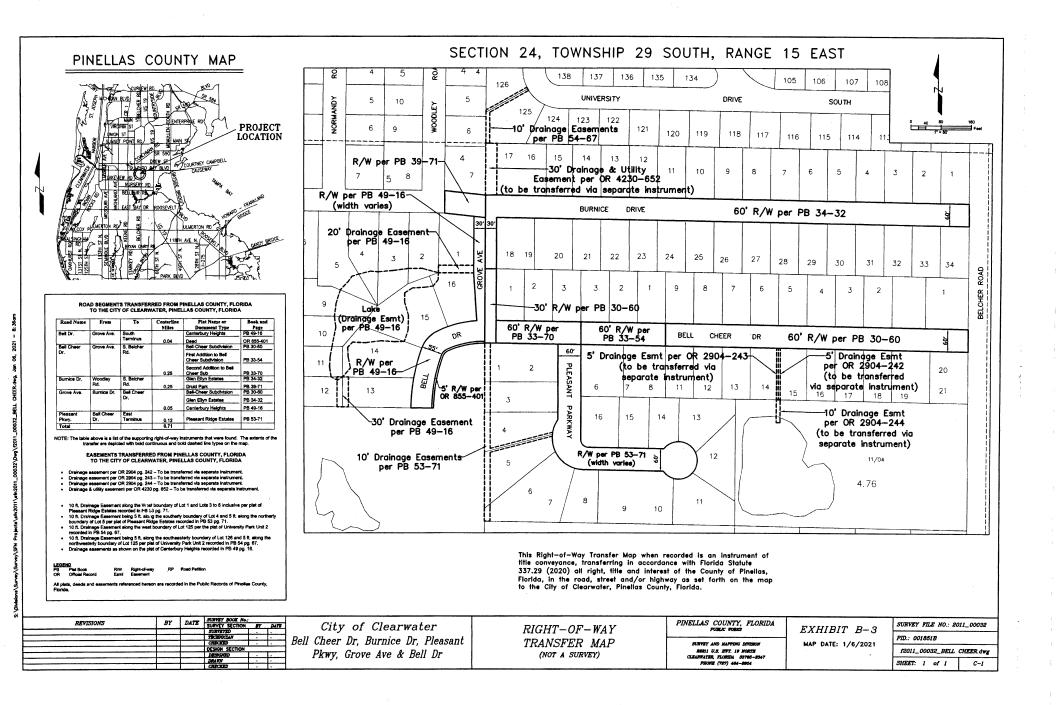
B1-1 SHEET **B2 – 1 SHEET B3-1 SHEET B4-1 SHEET B5 – 2 SHEETS B6 – 1 SHEET B7 – 1 SHEET B8-1 SHEET B9 – 1 SHEET B10 – 1 SHEET** B11-3 SHEETS B12 – 2 SHEETS B13-2 SHEETS **B14 – 1 SHEET** B15-2 SHEETS **B16 – 1 SHEET** B17-3 SHEETS **B18 – 1 SHEET B19 – 1 SHEET B20 – 3 SHEETS B21 – 3 SHEETS B22 – 2 SHEETS B23 – 1 SHEET B24 – 1 SHEET B25 – 2 SHEETS B26 – 2 SHEETS B27 – 1 SHEET B28 – 1 SHEET B29 – 1 SHEET**

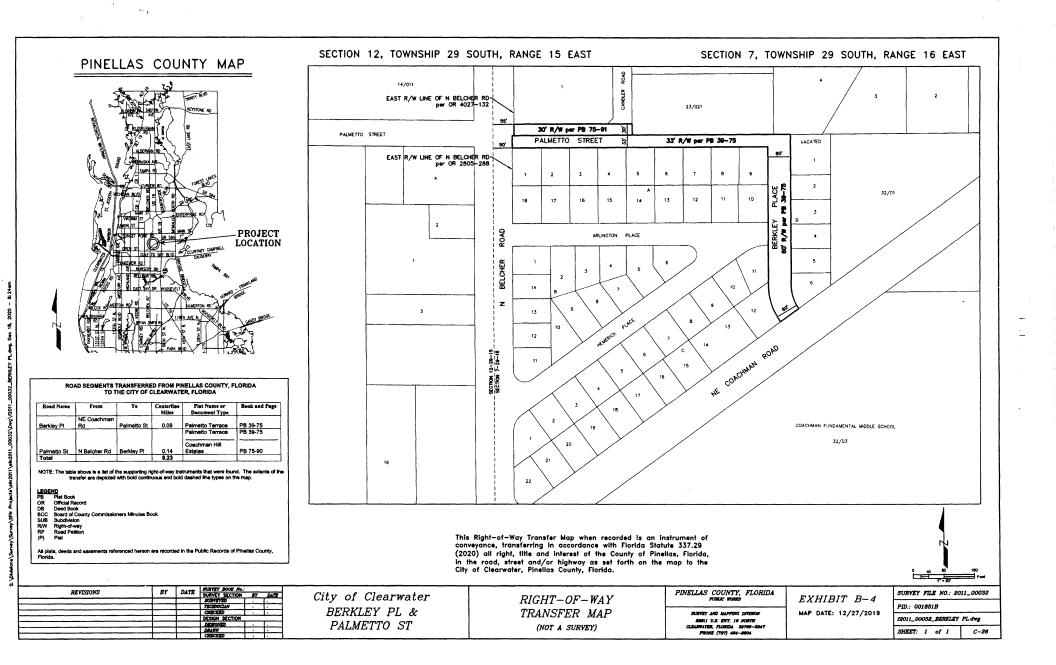


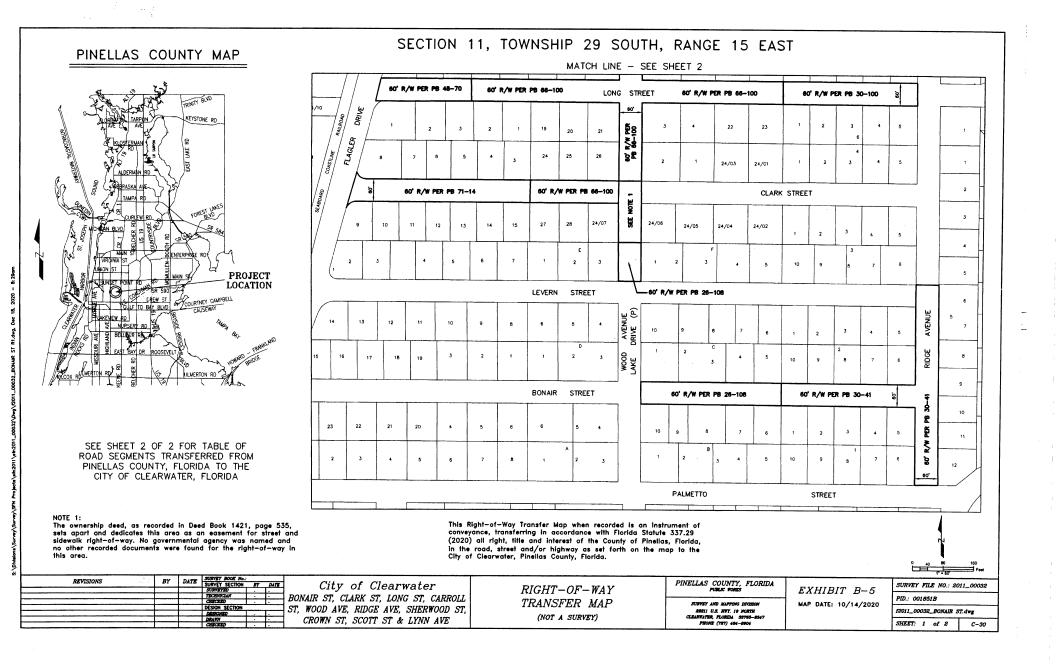
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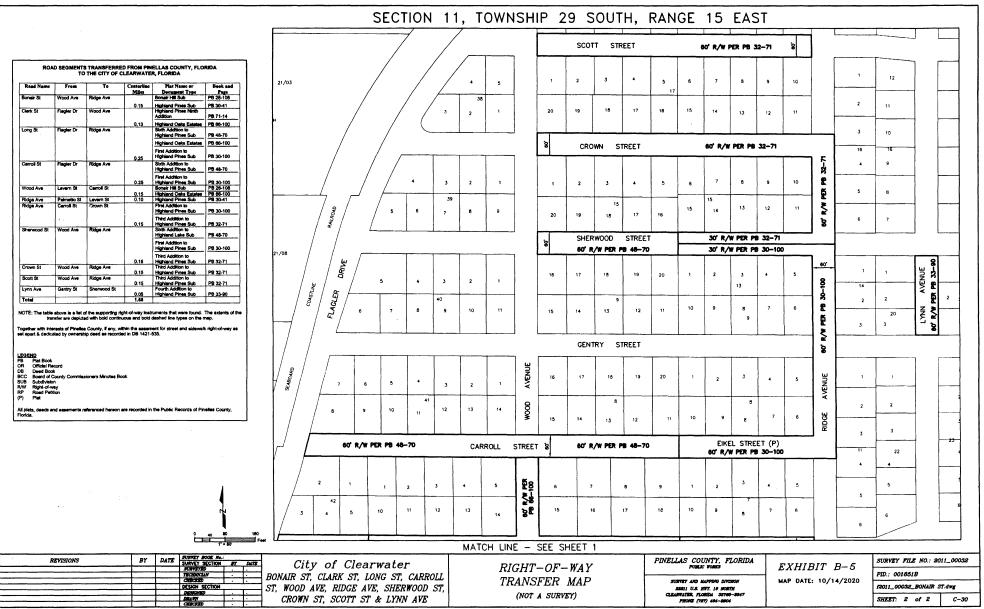
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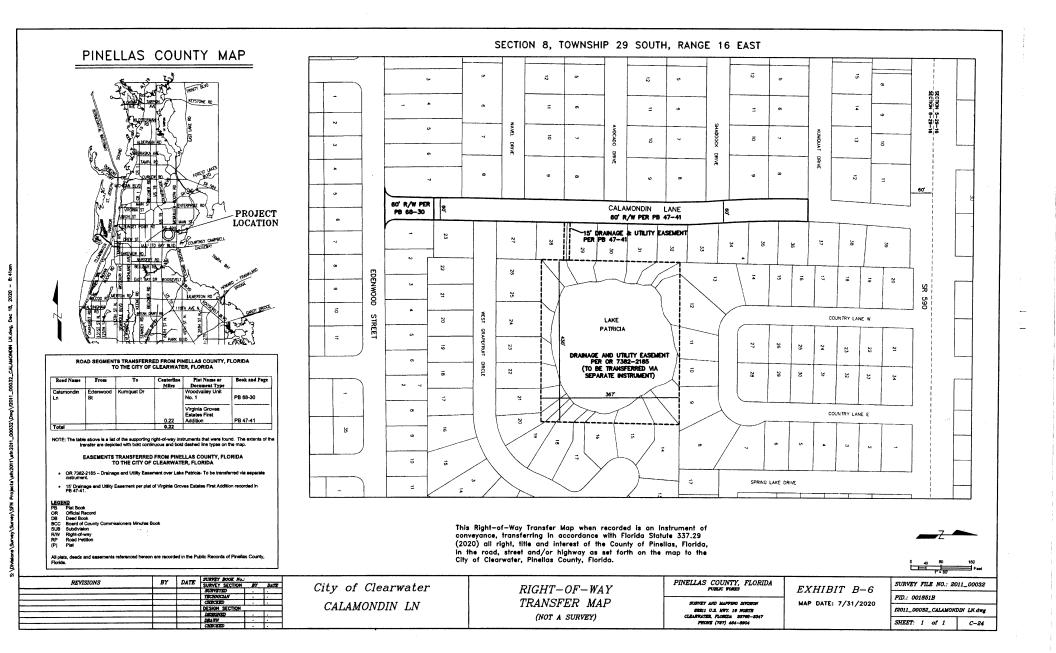
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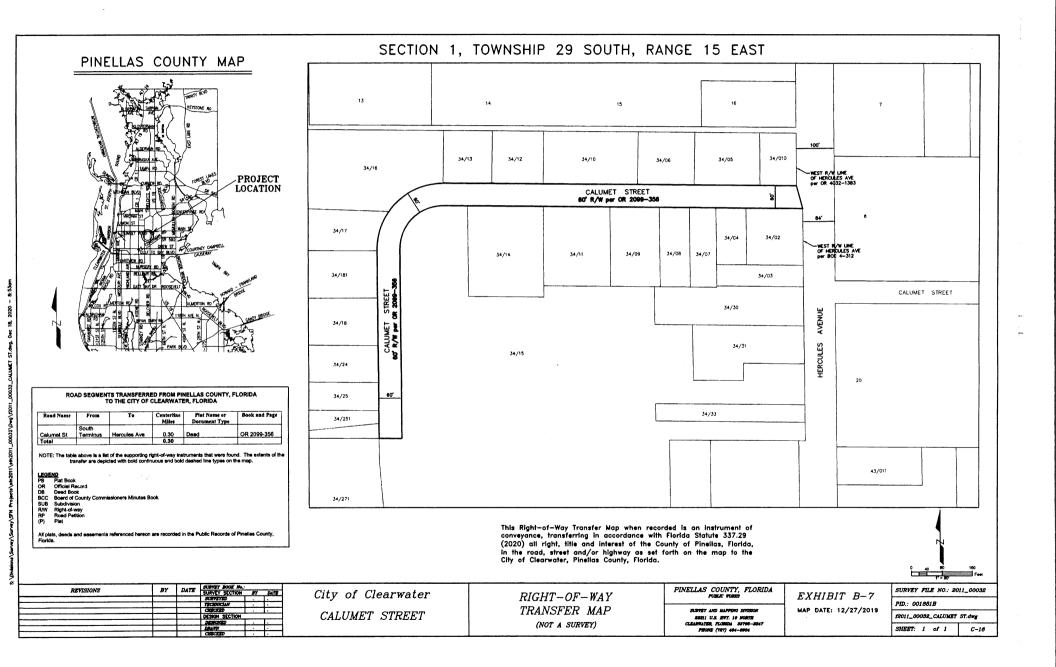
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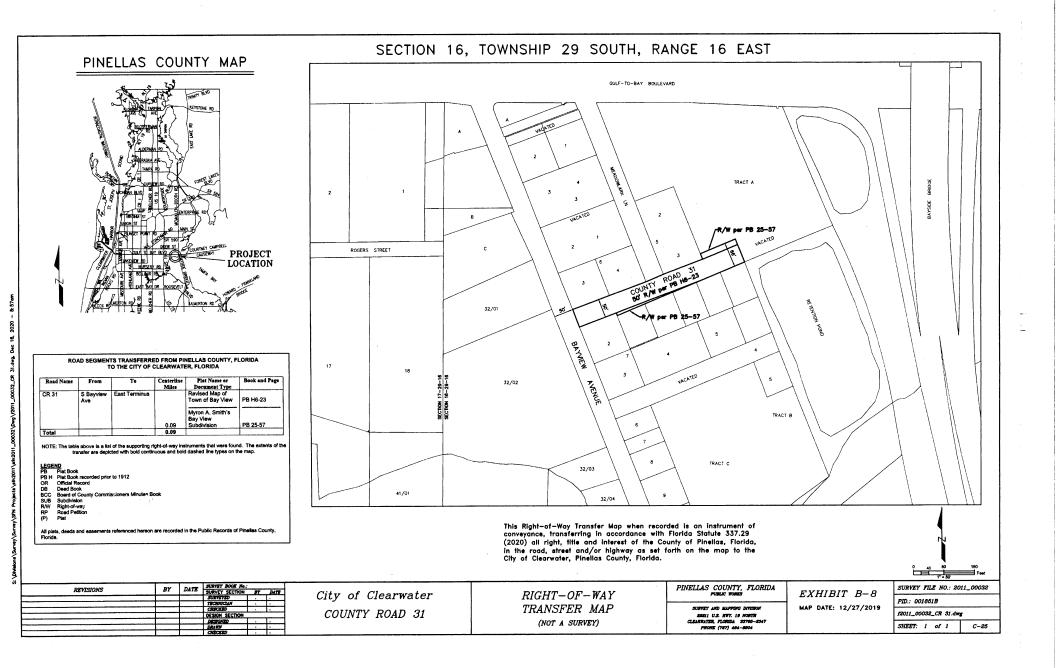
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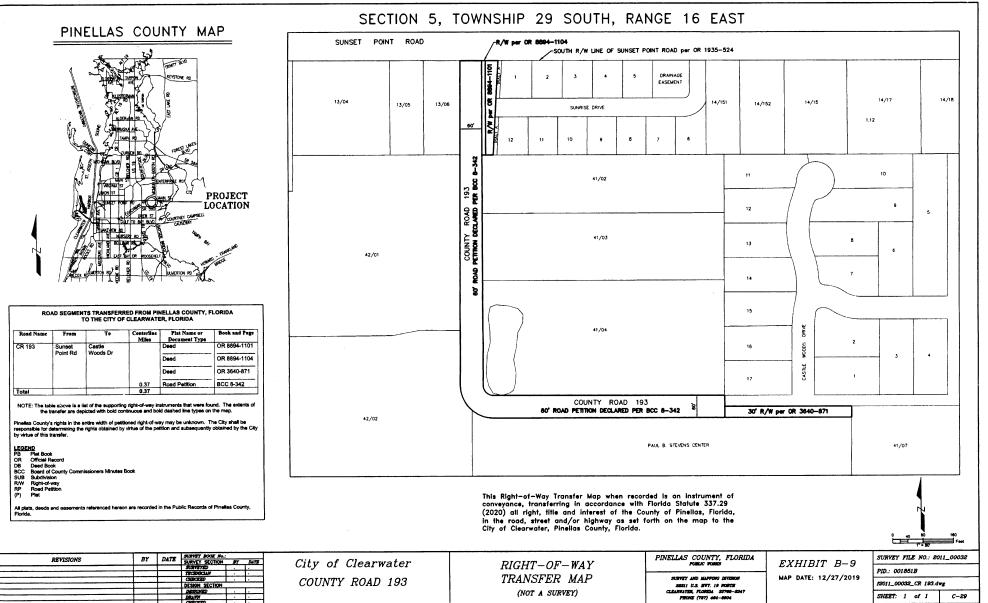
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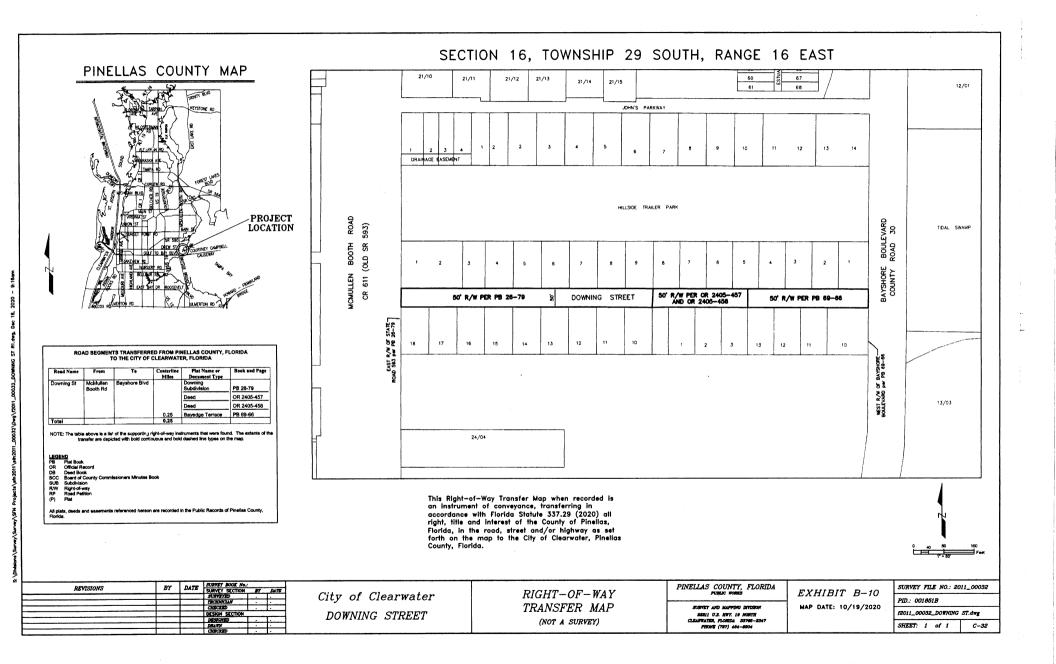


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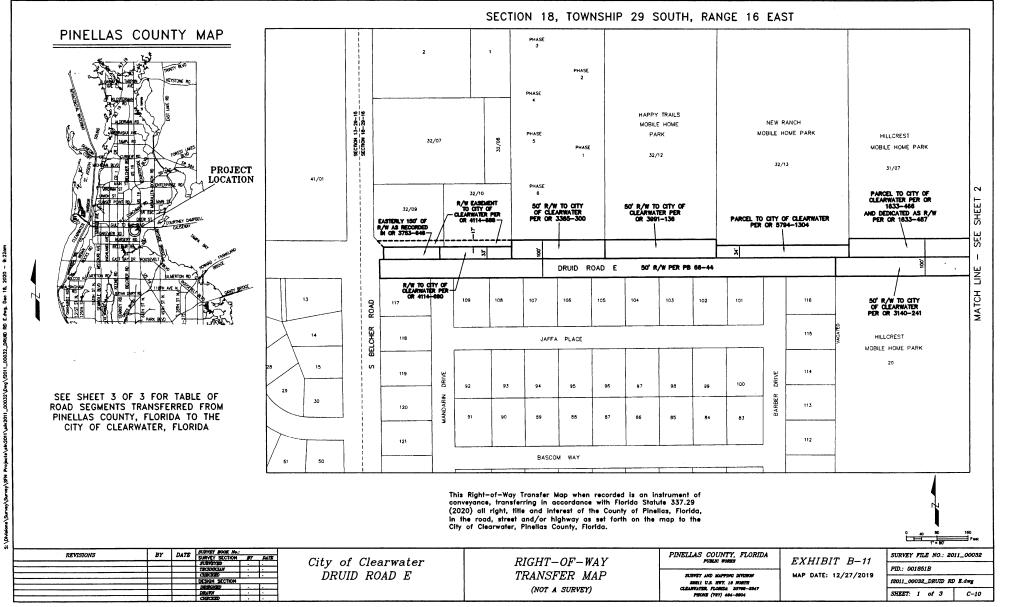


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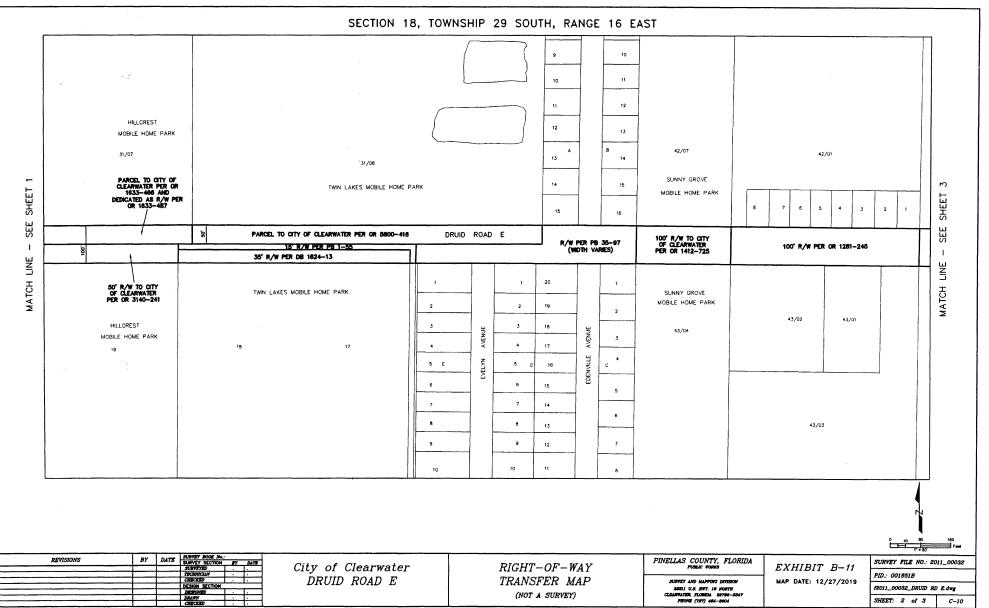


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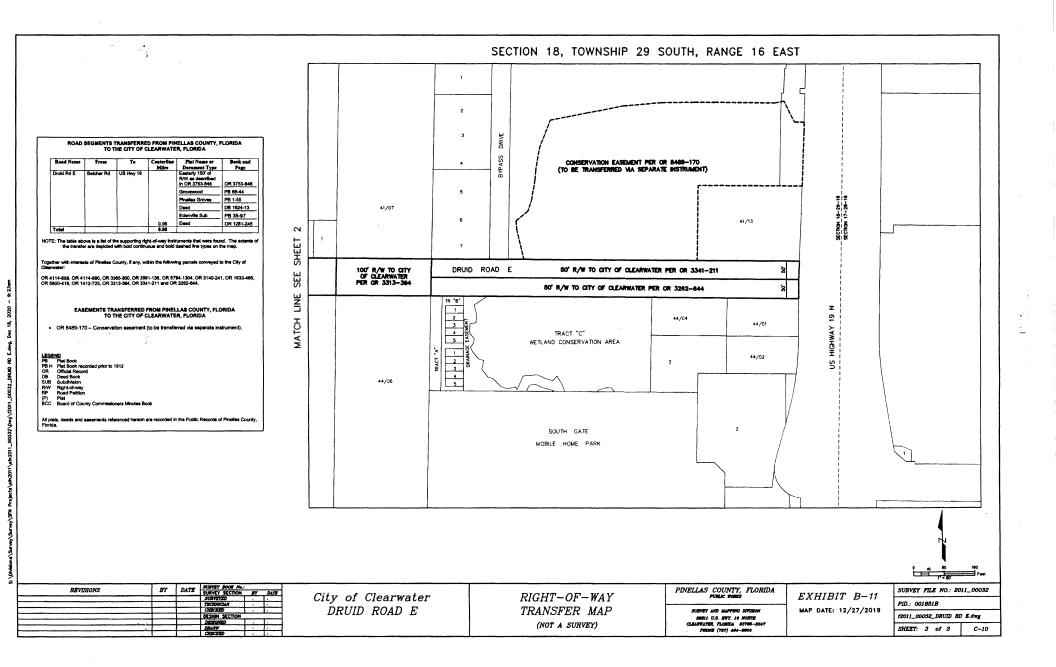
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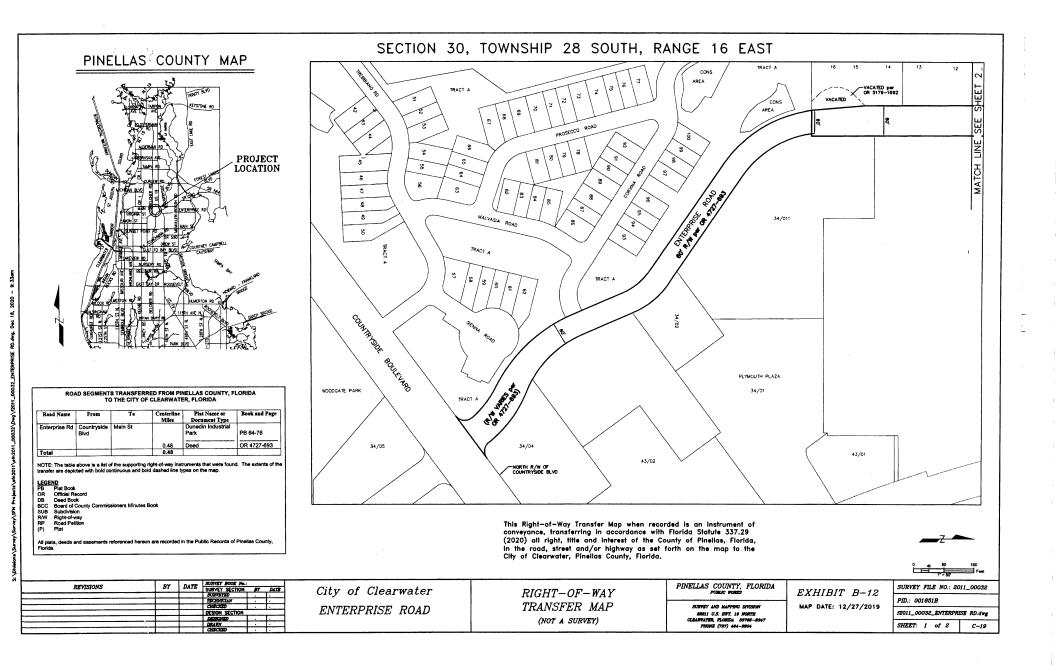
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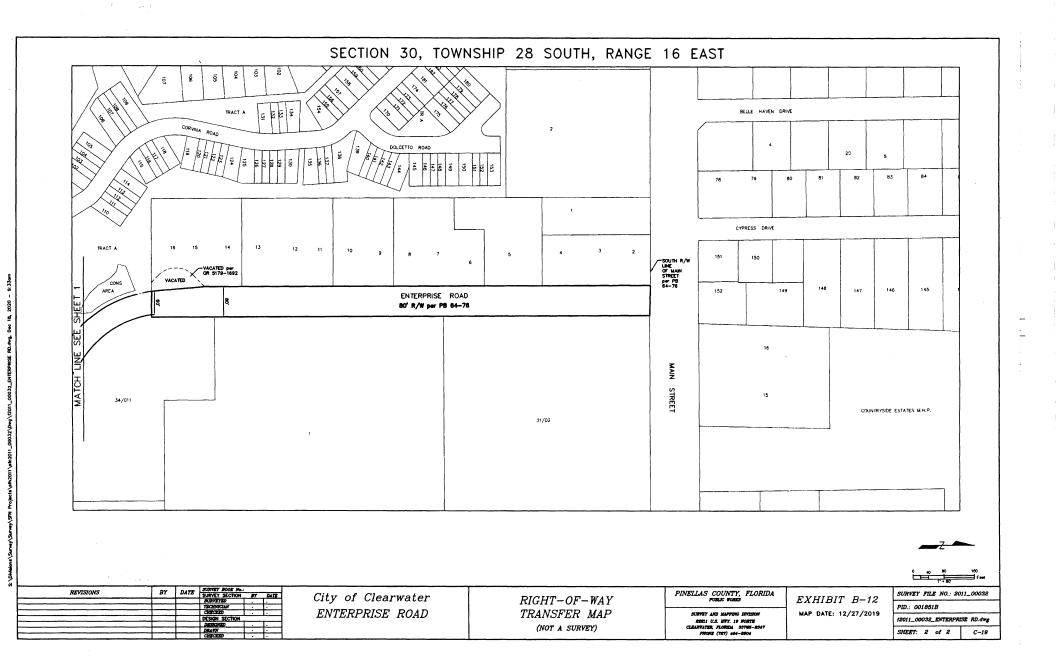


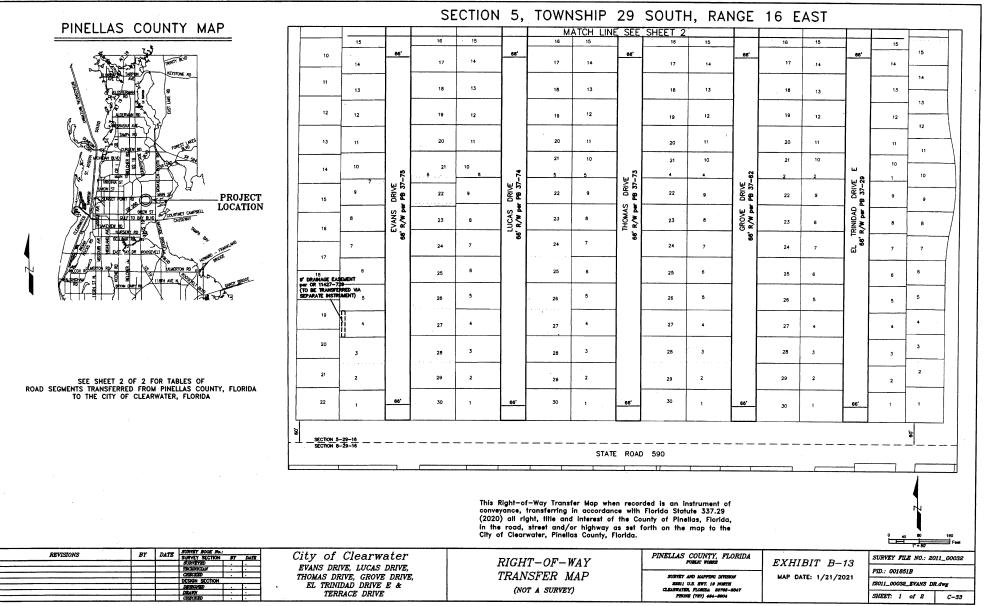
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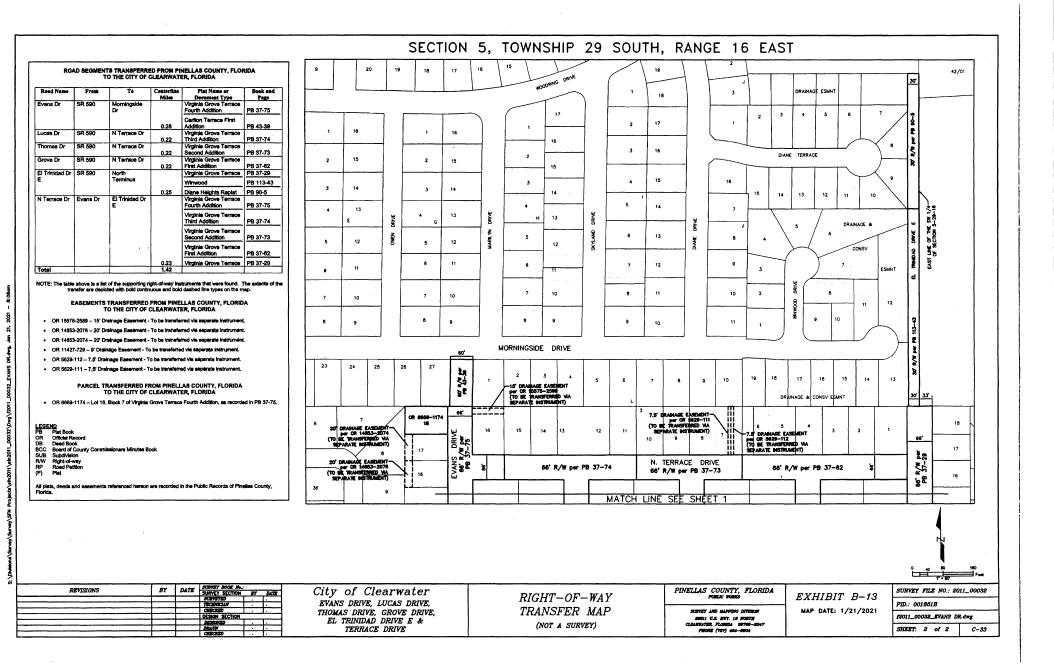




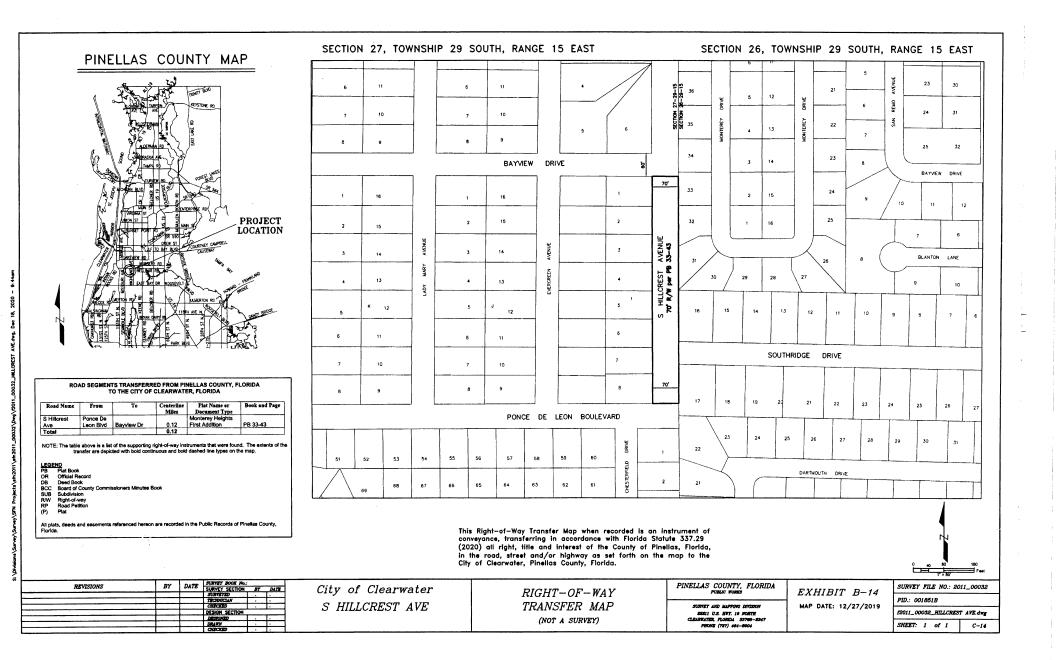


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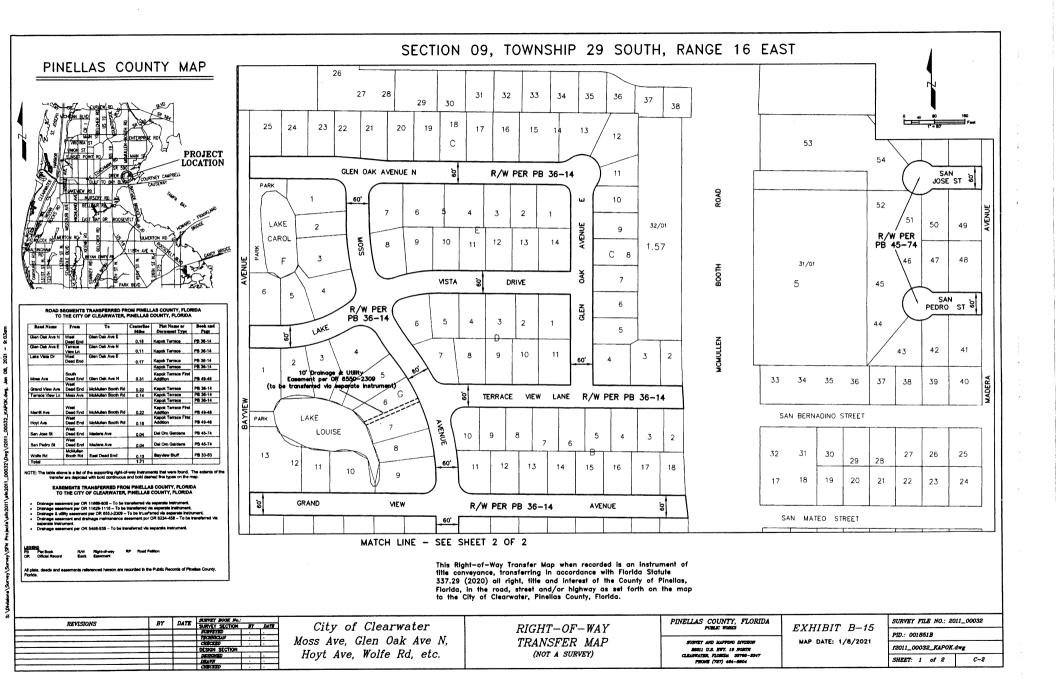
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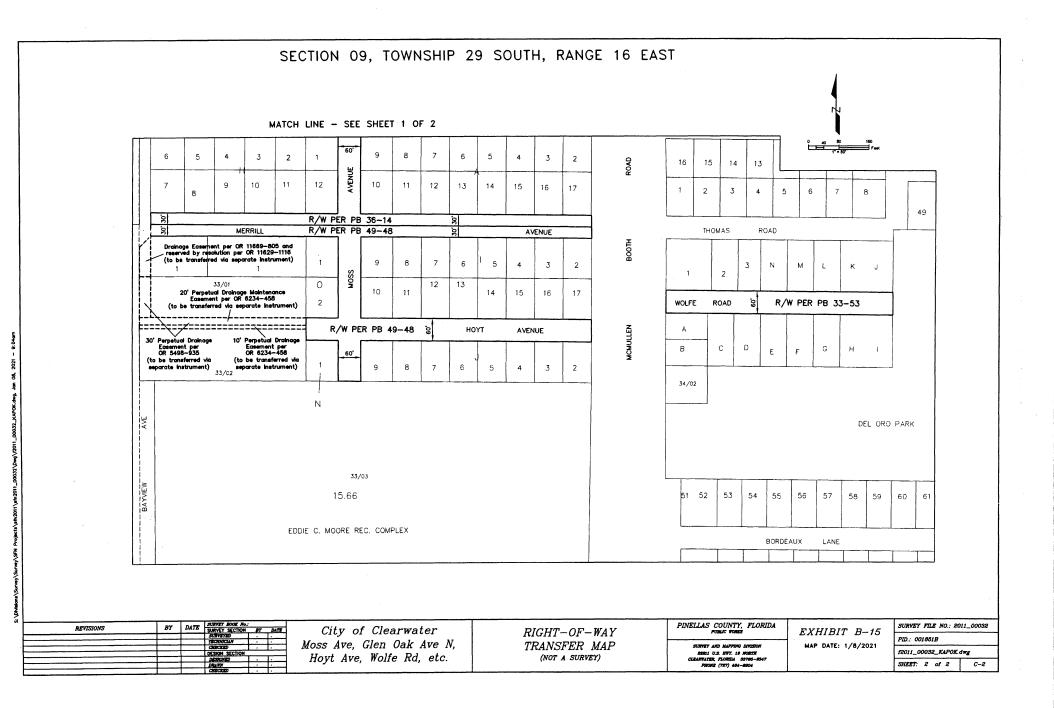


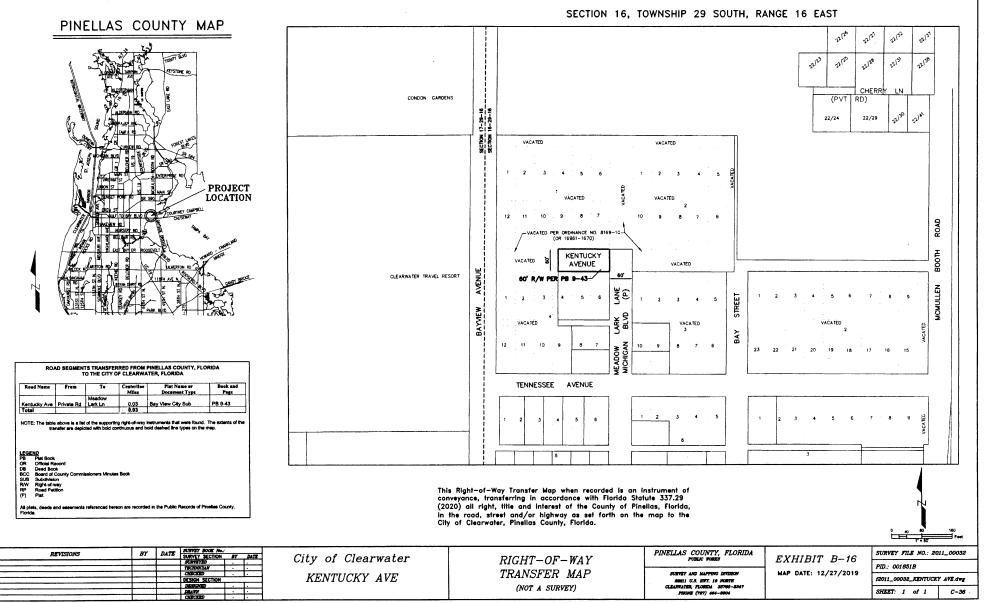
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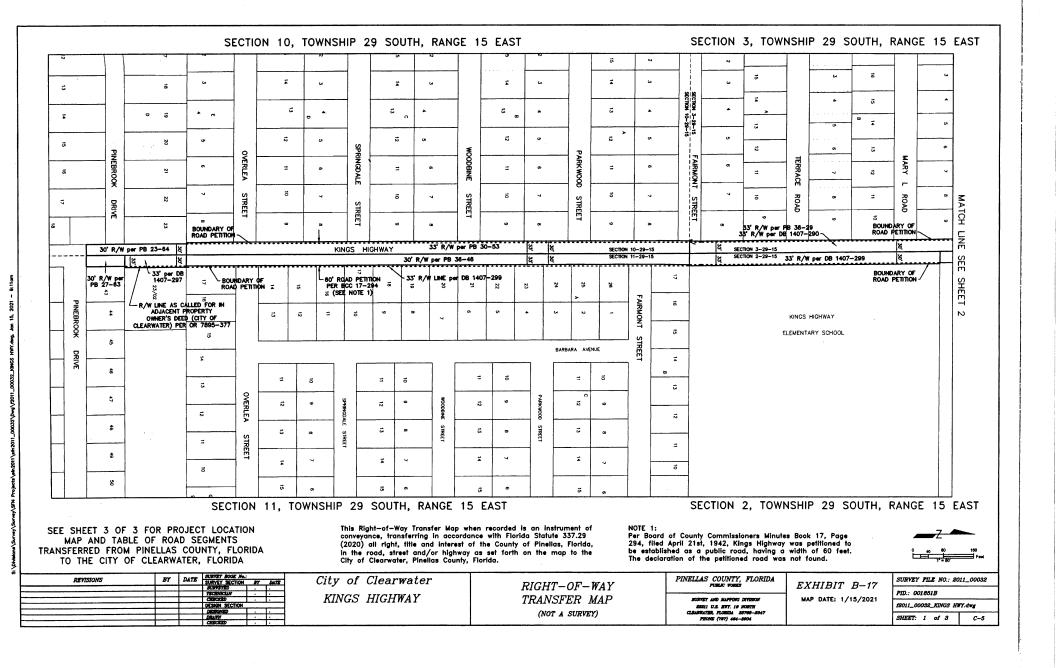


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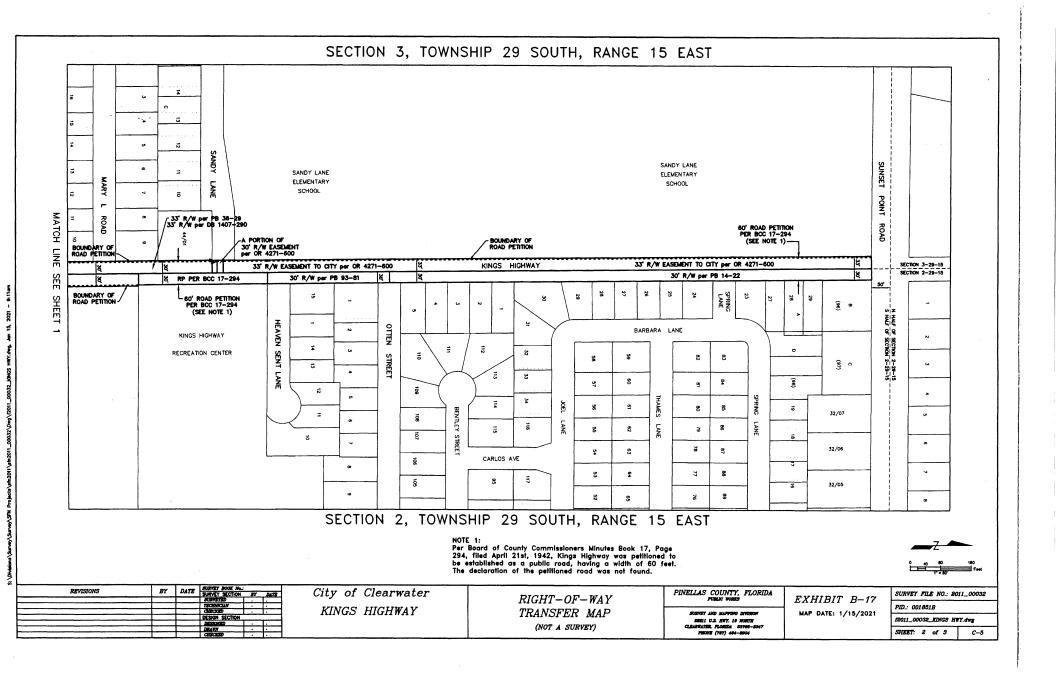
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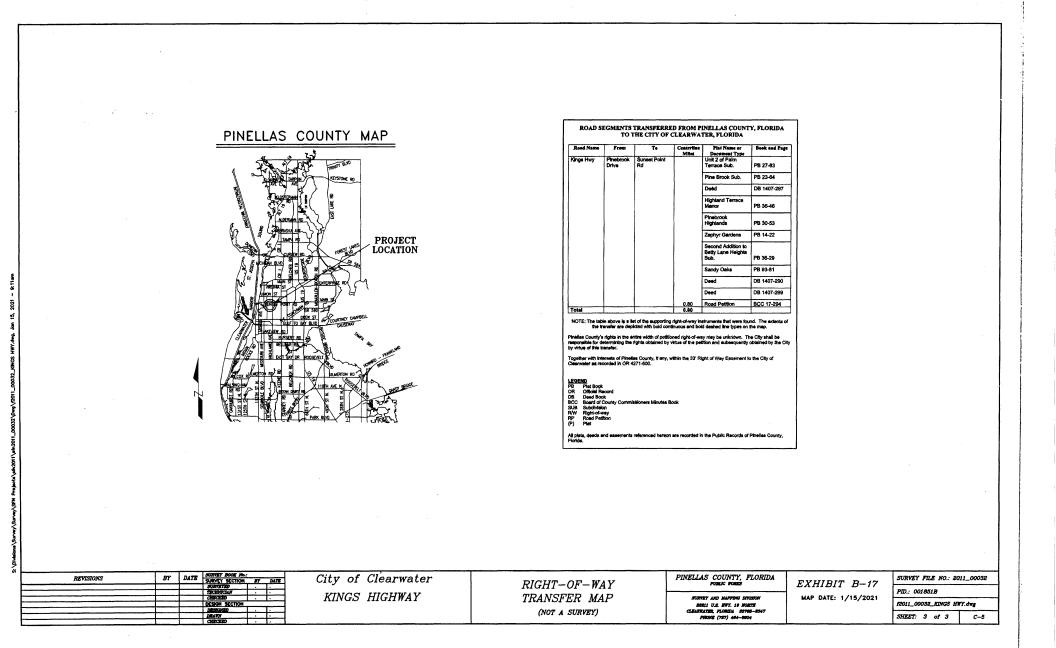
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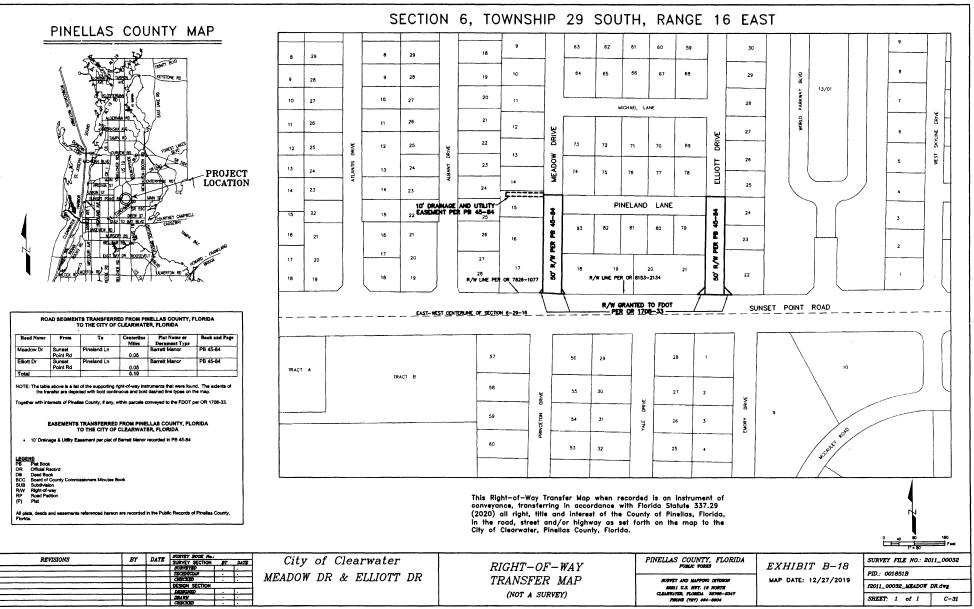
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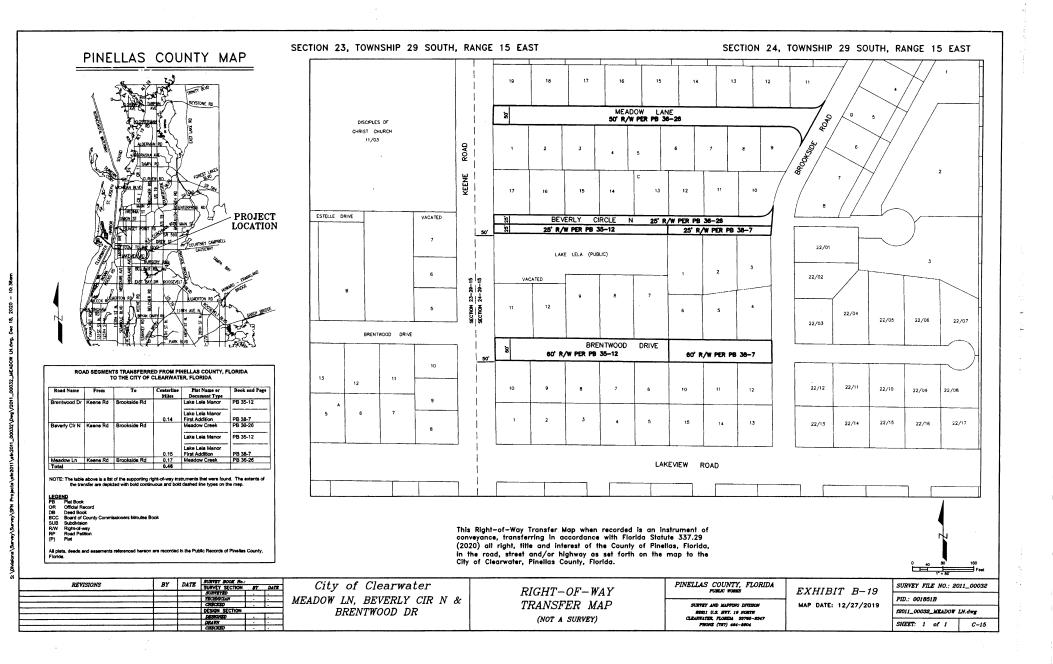


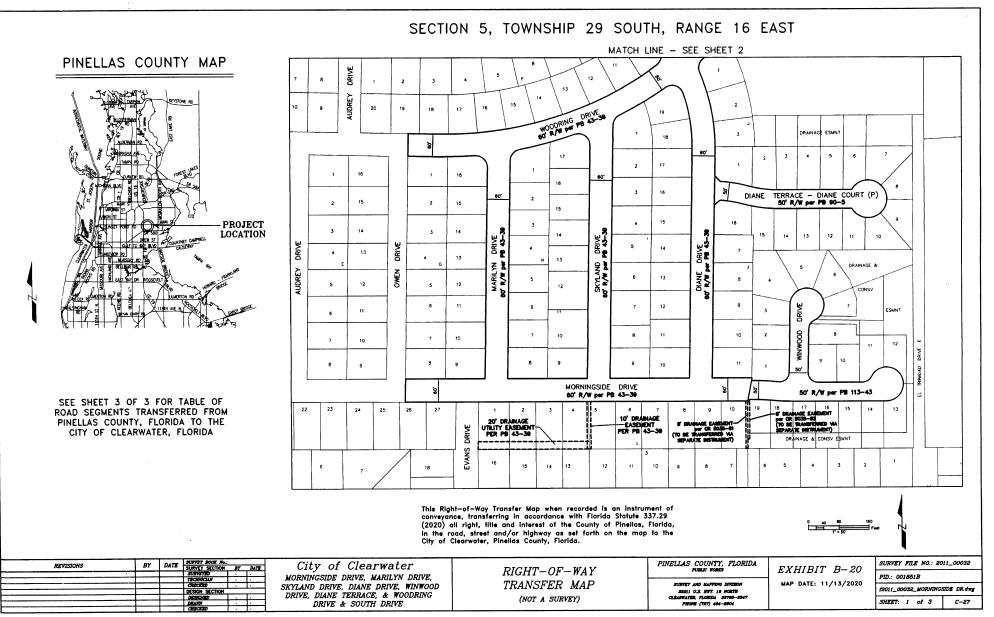
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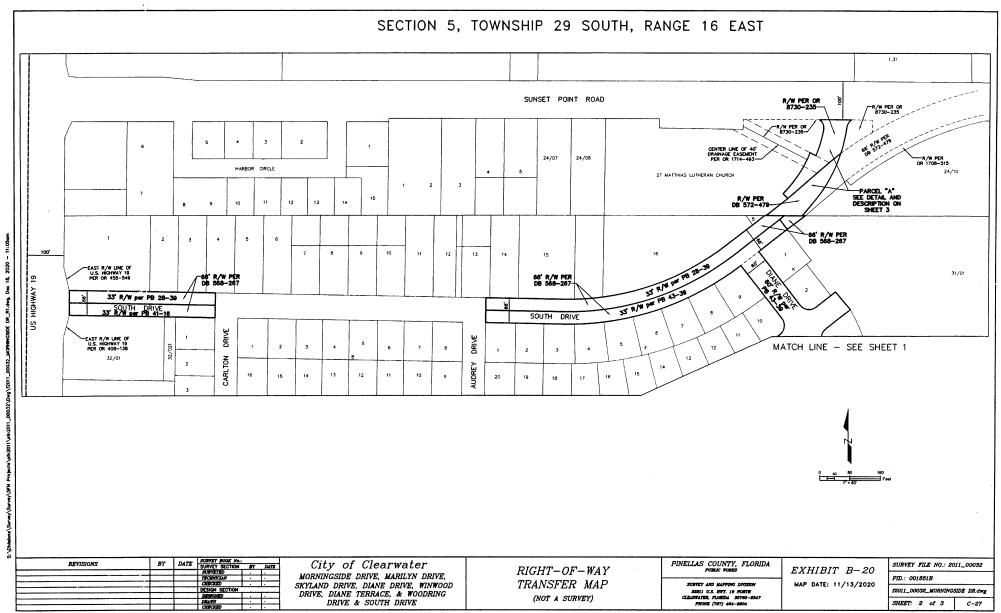
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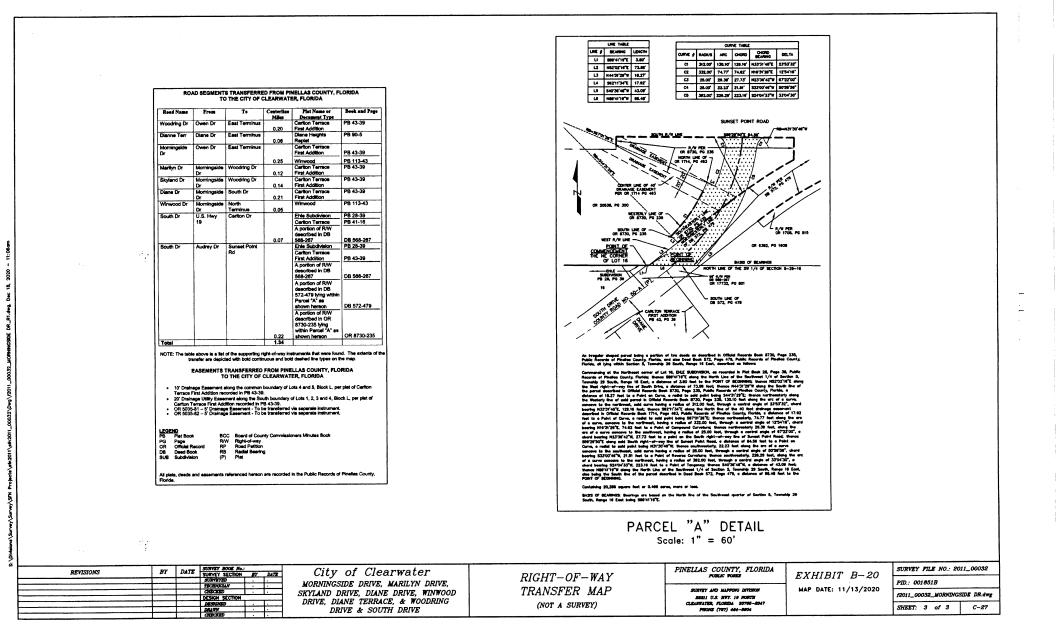


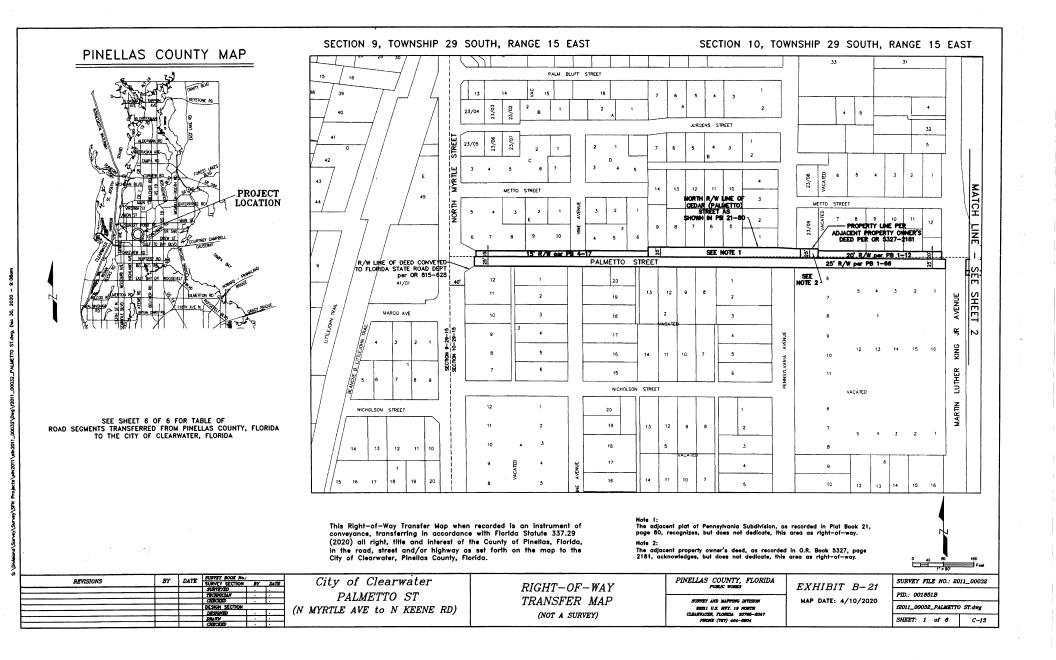


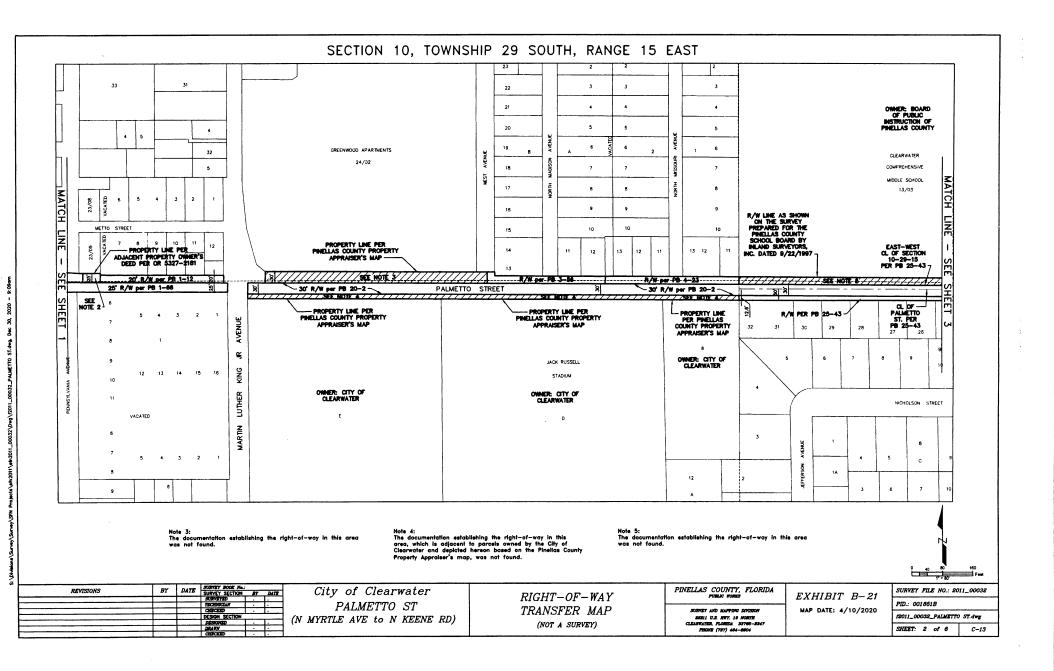
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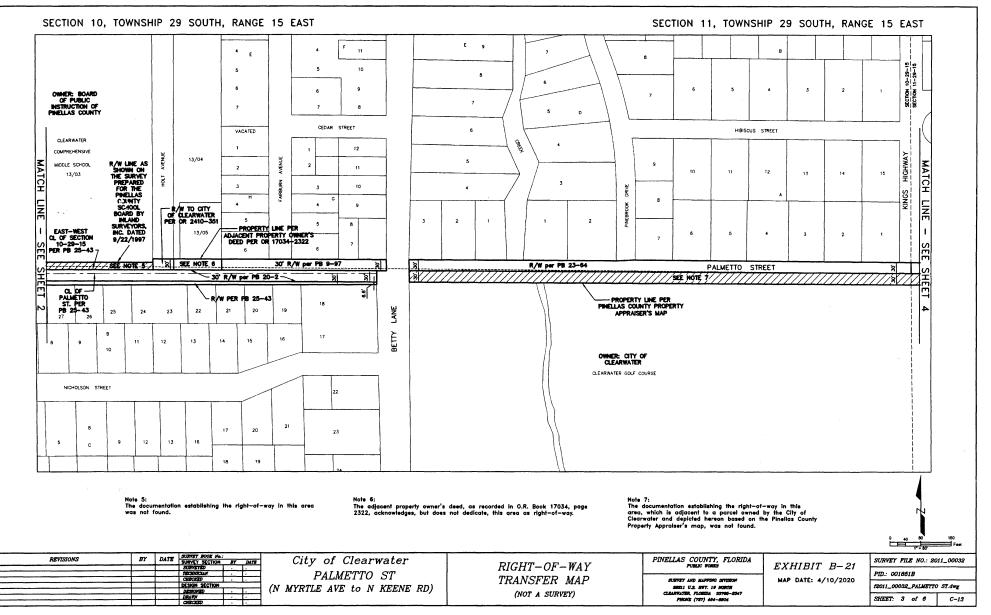
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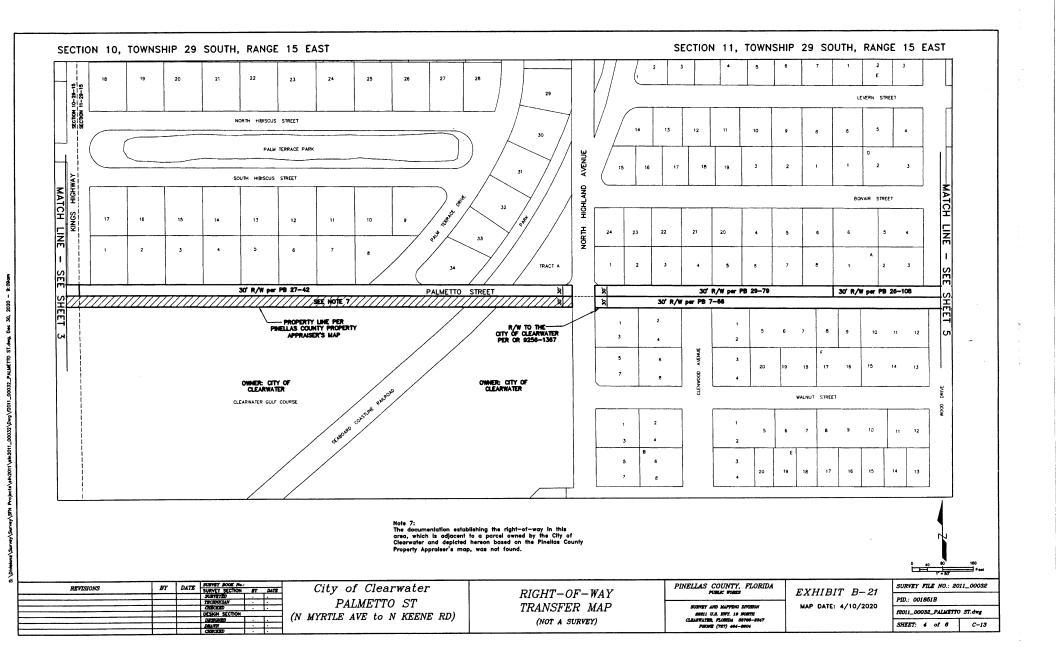


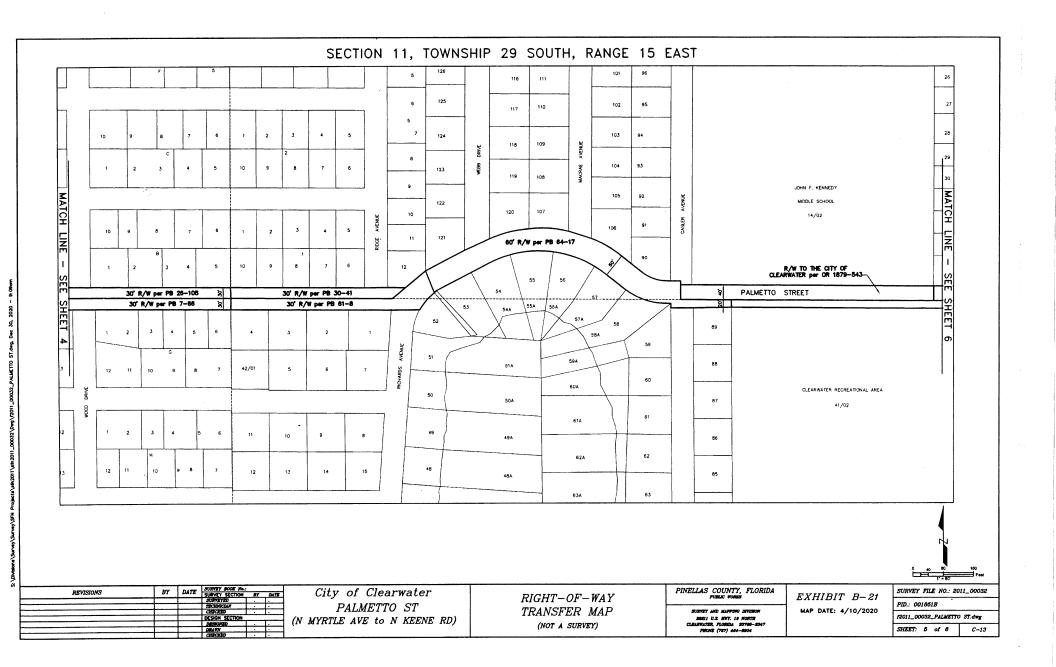


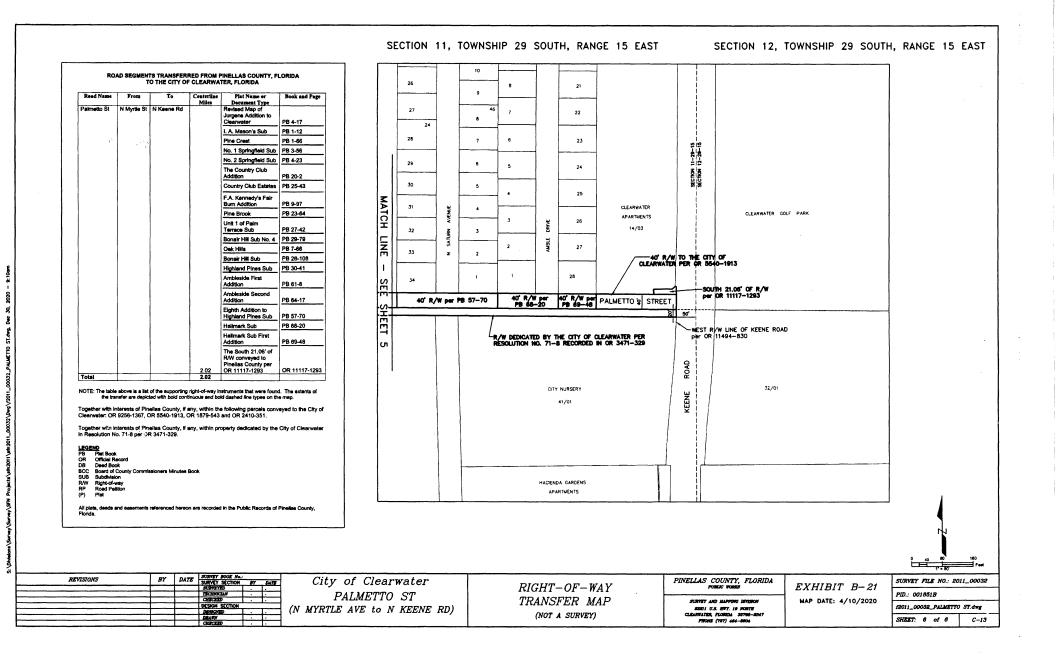


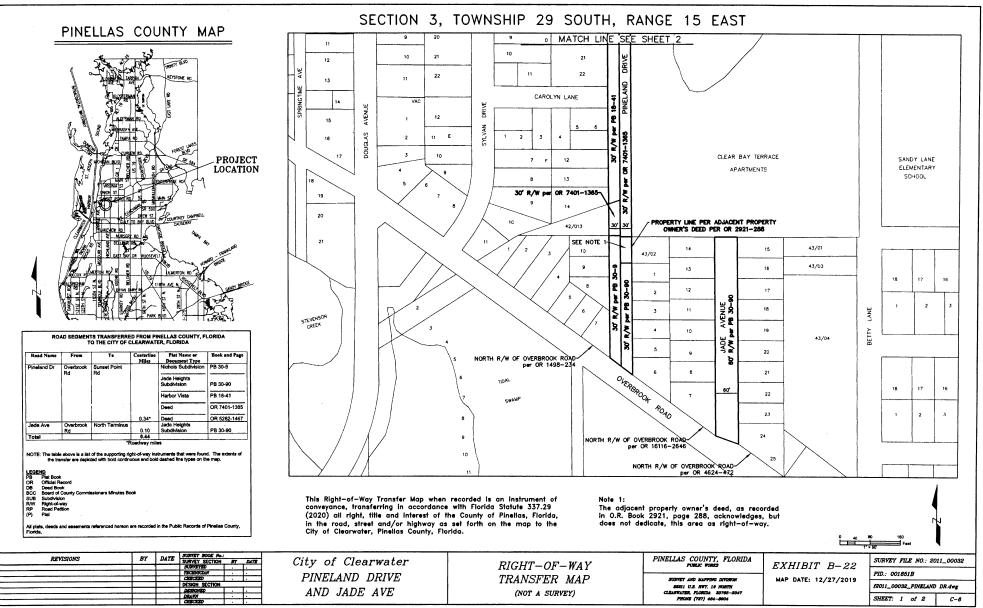
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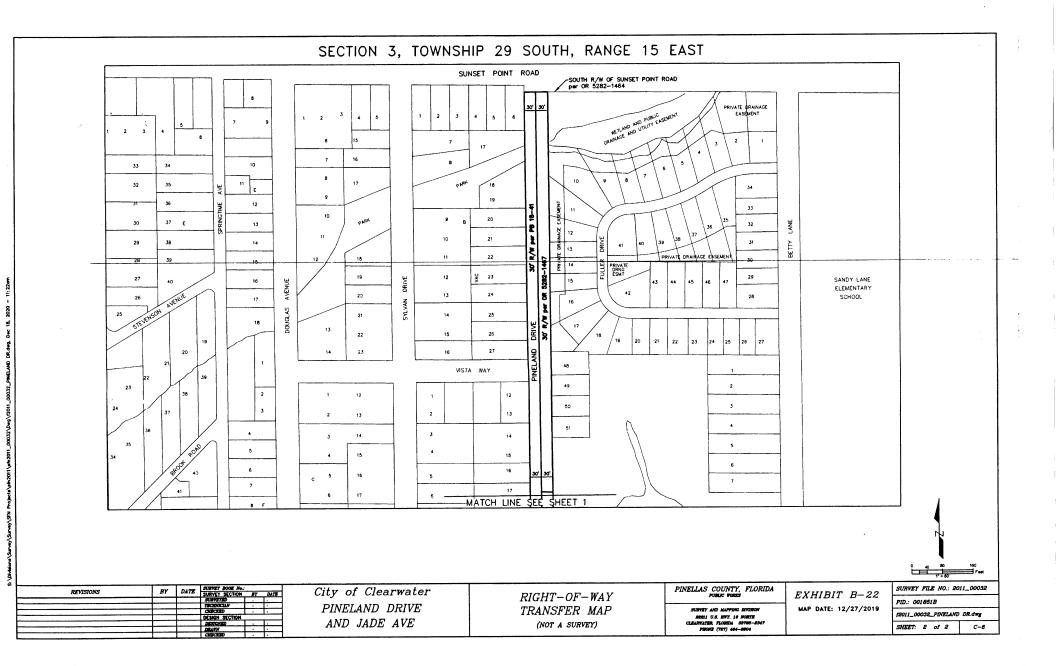


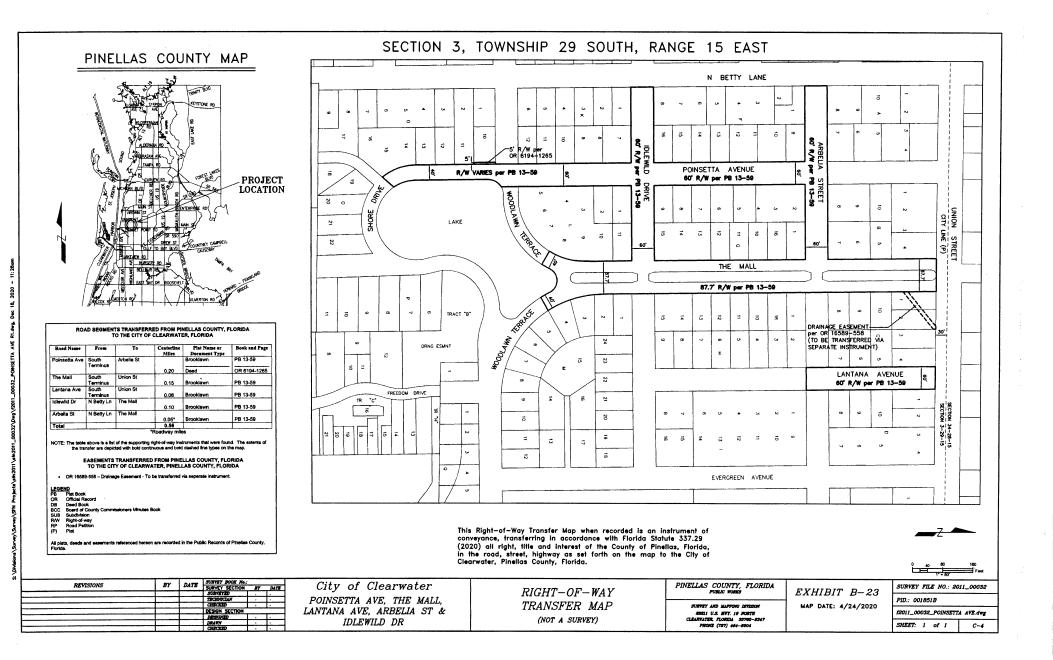


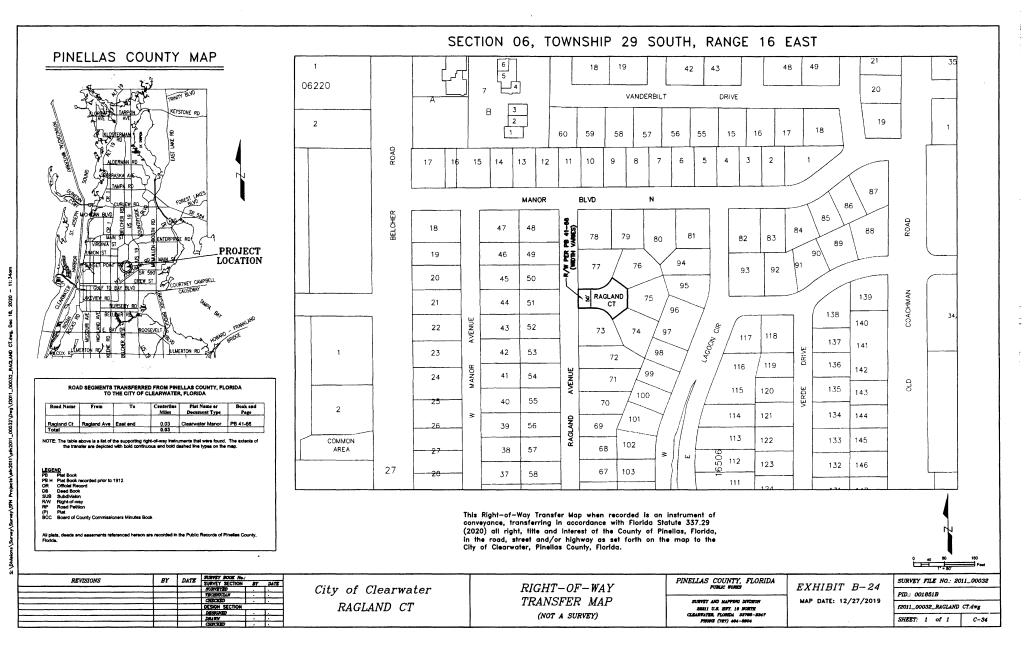


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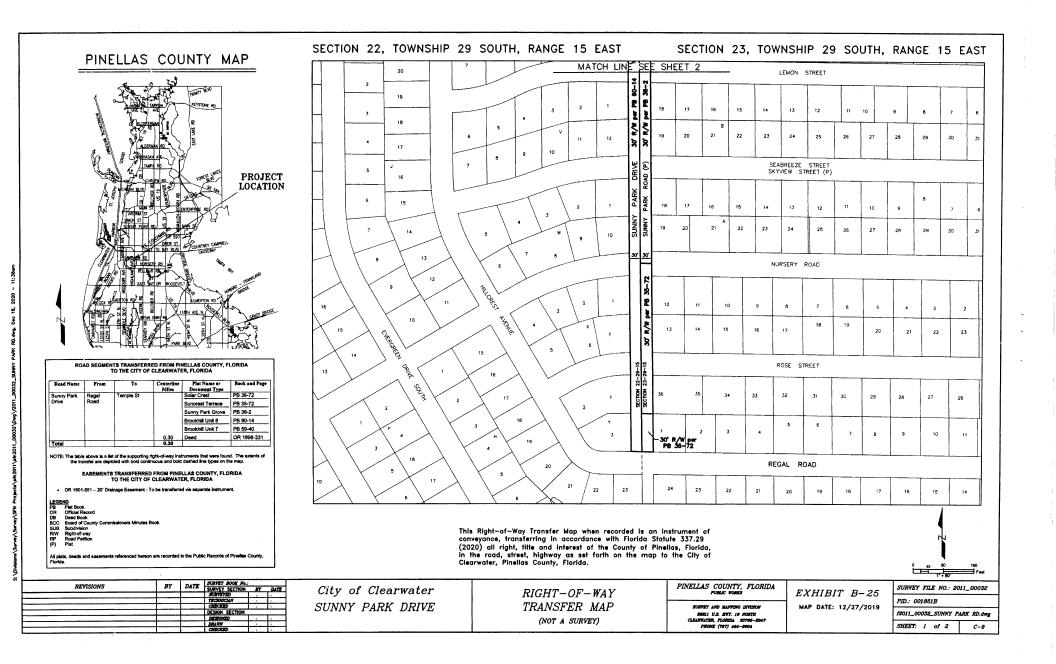
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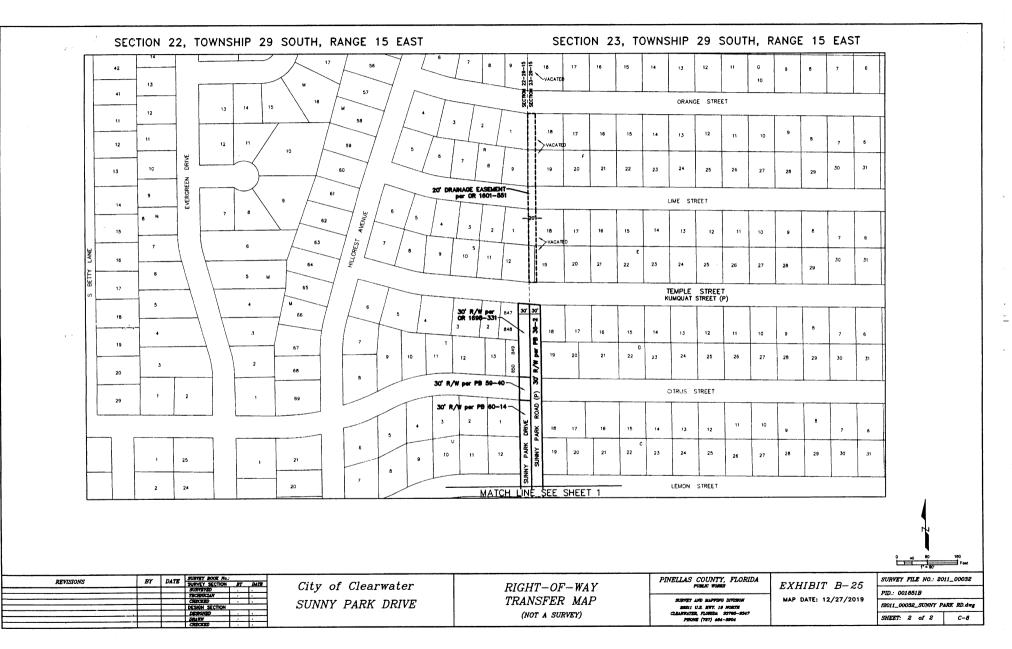




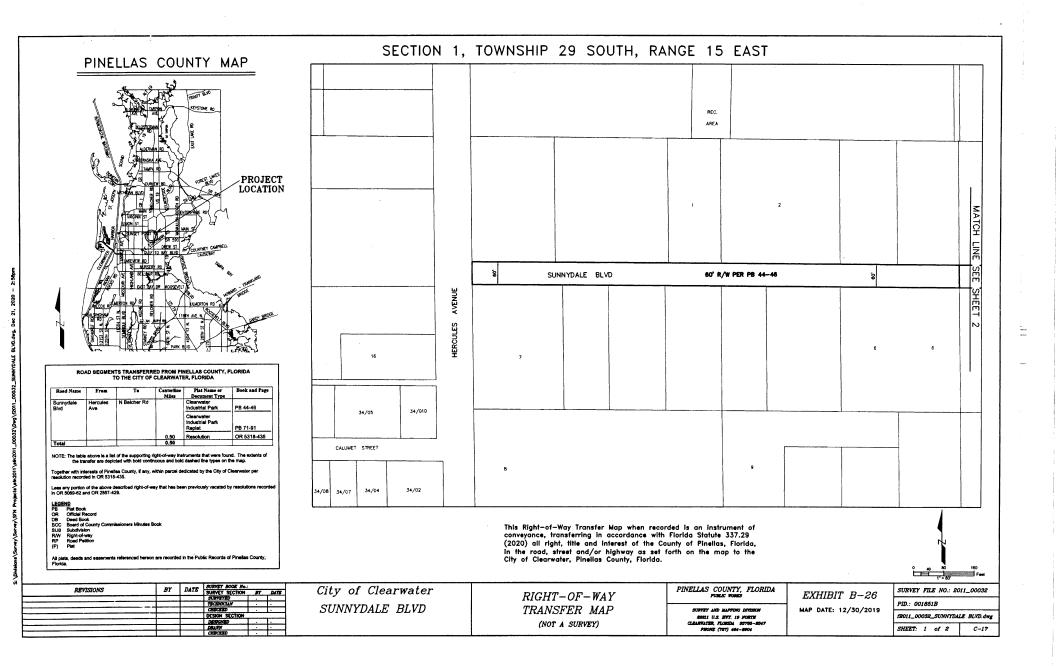


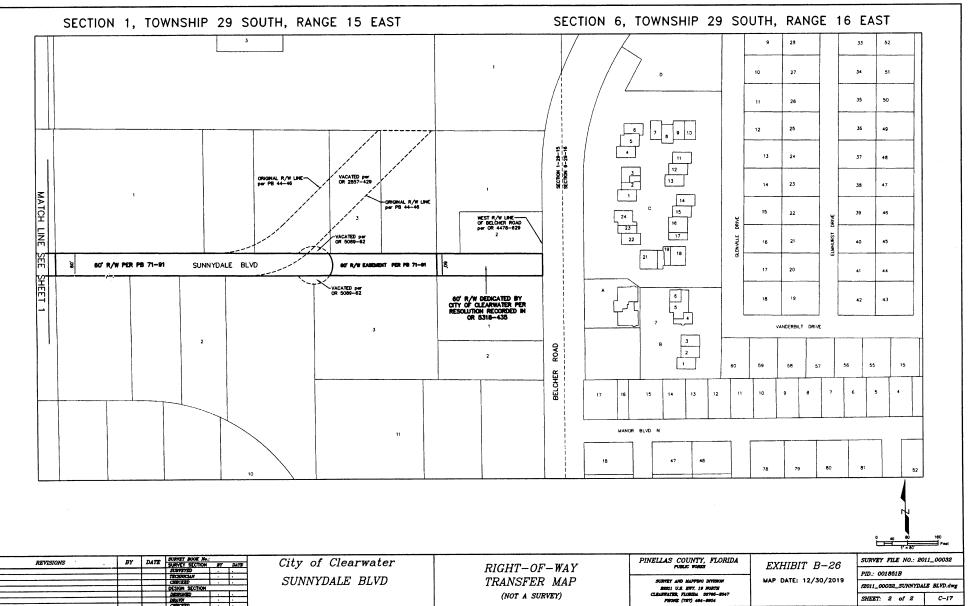
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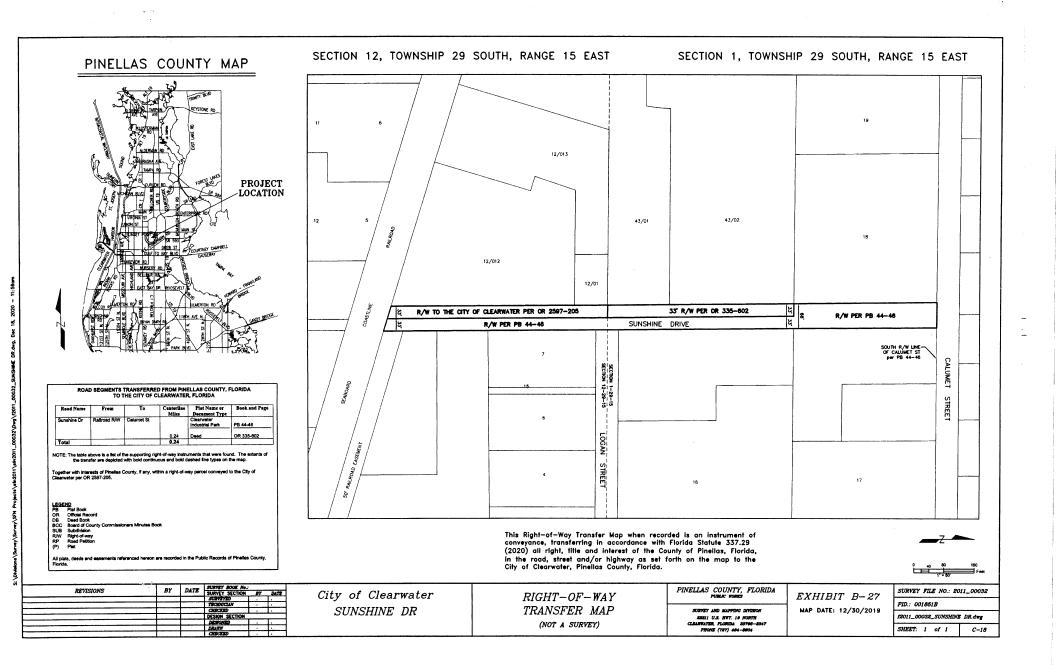


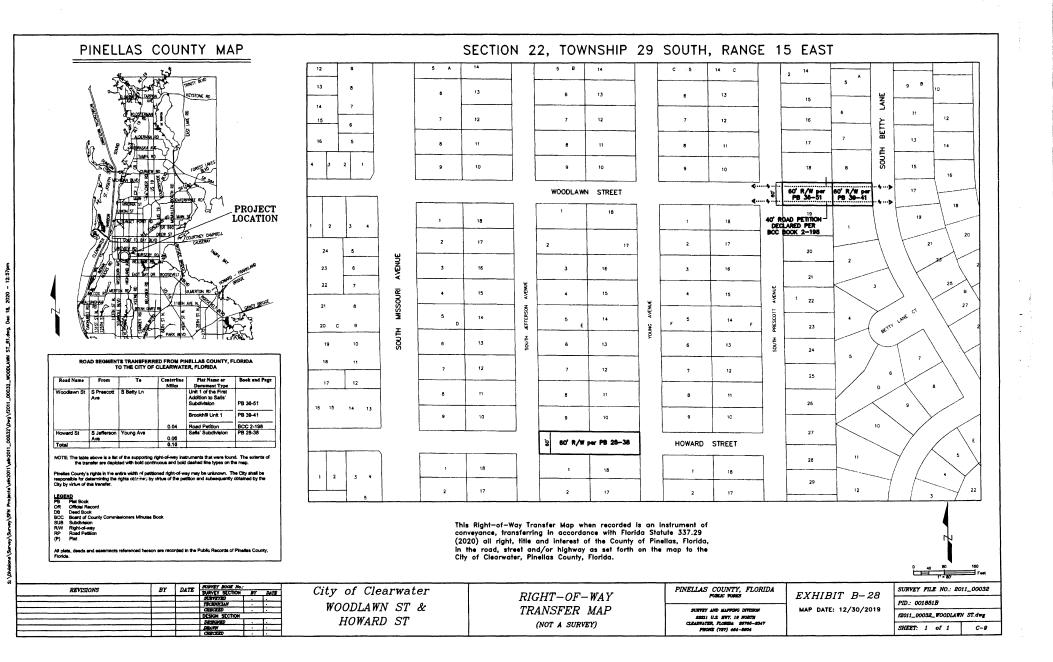


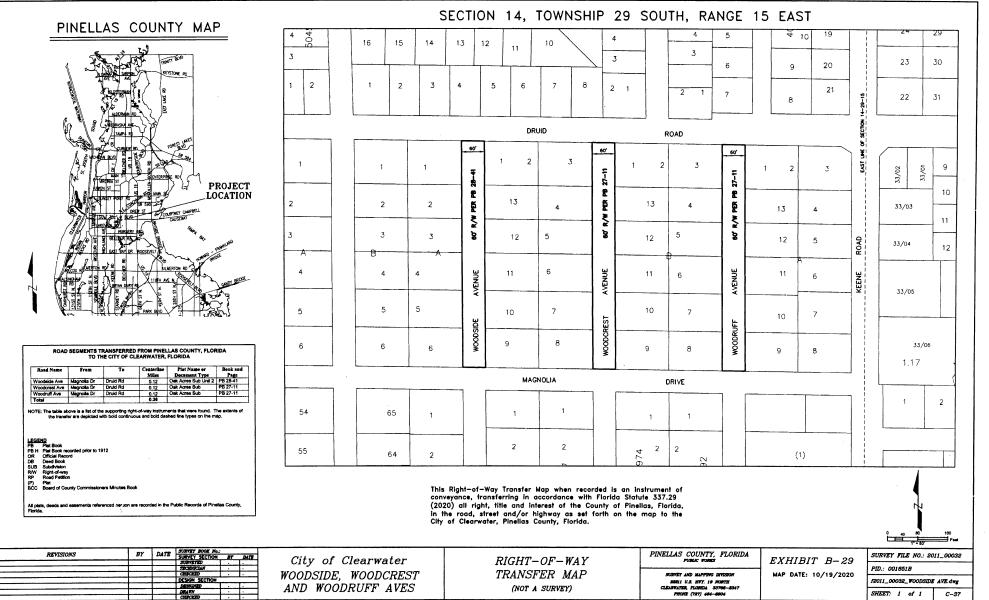
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EXIBIT C

ASSISGMENT OF EASMENTS

&

FEE SIMPLE PROPERTY TRANSFERS

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ч. в ч Prepared by and return to: Real Property Division Attn: Jeffrey Harris 509 East Ave. South Clearwater, FL 33756

EXHIBIT "C" ASSIGNMENT OF EASEMENTS & FEE SIMPLE PROPERTY TRANSFERS

This Assignment of Easements is made this ______ day of ______, 2022, by and between PINELLAS COUNTY, Attention: Real Property Division, whose address is 509 East Avenue South, Clearwater, FL 33756, a political subdivision of the State of Florida, party of the first part and hereinafter referred to as "COUNTY," and the CITY OF CLEARWATER, a municipal corporation of the State of Florida, party of the second part and hereinafter referred to as "CITY".

W I T N E S S E T H:

WHEREAS, a drainage easement was entered into on August 7, 1968, by and between JAMES B. BRATTON and ROSE A. BRATTON and COUNTY that did grant and convey unto COUNTY, a drainage easement, subsequently recorded in Official Records Book 2904, Page 242, the nature and description of said easement is further described in the Attachment "C-1"; and

WHEREAS, a drainage easement was entered into on July 25, 1968, by and between EDWIN G. GOETZ and NELDA G. GOETZ and COUNTY that did grant and convey unto COUNTY, a drainage easement, subsequently recorded in Official Records Book 2904, Page 243, the nature and description of said easement is further described in the Attachment "C-2"; and

WHEREAS, a drainage easement was entered into on July 21, 1968, by and between JOAN M. SMITH and FRED L. SMITH and COUNTY that did grant and convey unto COUNTY, a drainage easement, subsequently recorded in Official Records Book 2904, Page 244, the nature and description of said easement is further described in the Attachment "C-3"; and

WHEREAS, a drainage and utility easement was entered into on September 11, 1974, by and between CHARLES R. SAGONA and NANCY A. SAGONA and COUNTY that did grant and convey unto COUNTY, a drainage and utility easement, subsequently recorded in Official Records Book 4230, Page 652, the nature and description of said easement is further described in the Attachment "C-4"; and

WHEREAS, RESOLUTION 90-334 was passed by the Pinellas County Board of County Commissioners on September 11, 1990, which vacated Lake Patricia as shown on the plat of Virginia Grove Estates, located in Section 08, Township 29 South, Range 16 East, and reserved drainage and utility easement over the vacated area subsequently recorded in Official Records Book 7382, Pages 2185-2189, the nature and description of said Resolution and easement are further described in the Attachment "C-5"; and WHEREAS, a conservation easement was entered into on September 22, 1993, by and between WAL-MART STORES, INC. and COUNTY that did grant and convey unto COUNTY, a conservation easement, subsequently recorded in Official Records Book 8489, Pages 170-174, the nature and description of said easement is further described in the Attachment "C-6"; and

WHEREAS, a drainage easement was entered into on October 24, 1983, by and between MARGARET M. TIBERT and COUNTY that did grant and convey unto COUNTY, a drainage easement, subsequently recorded in Official Records Book 5629, Page 111, the nature and description of said easement is further described in the Attachment "C-7"; and

WHEREAS, a drainage easement was entered into on October 24, 1983, by and between ALBERT L. MCDONALD & JEAN R. MCDONALD and COUNTY that did grant and convey unto COUNTY, a drainage easement, subsequently recorded in Official Records Book 5629, Page 112, the nature and description of said easement is further described in the Attachment "C-8"; and

WHEREAS, a drainage easement was entered into on April 19, 2001, by and between STEVEN CHAMBERS & JANET LEE CHAMBERS and PINELLAS COUNTY that did grant and convey unto COUNTY, a drainage easement, subsequently recorded in Official Records Book 11427, Pages 729-730, the nature and description of said easement is further described in the Attachment "C-9"; and

WHEREAS, a drainage easement was entered into on July 22, 2005, by and between KEITH L. SINGH AND PHYLISS SINGH and PINELLAS COUNTY that did grant and convey unto COUNTY, a drainage easement, subsequently recorded in Official Records Book 14853, Pages 2076-2077, the nature and description of said easement is further described in the Attachment "C-10"; and

WHEREAS, a drainage easement was entered into on October 11, 2005, by and between MICHAEL P. MINER and PINELLAS COUNTY that did grant and convey unto COUNTY, a drainage easement, subsequently recorded in Official Records Book 14853, Pages 2074-2075, the nature and description of said easement is further described in the Attachment "C-11"; and

WHEREAS, a drainage easement was entered into on September 27, 2006, by and between RICHARD A. CLAMER and PINELLAS COUNTY that did grant and convey unto COUNTY, a drainage easement, subsequently recorded in Official Records Book 15575, Pages 2589-2590, the nature and description of said easement is further described in the Attachment "C-12"; and

WHEREAS, a drainage easement was entered into on March 25, 1983, by and between JAMES L. SLOAN & ETHELMAE P. SLOAN and PINELLAS COUNTY that did grant and convey unto COUNTY, a drainage easement, subsequently recorded in Official Records Book 5498, Pages 935-937, the nature and description of said easement is further described in the Attachment "C-13"; and

WHEREAS, a drainage easement was entered into on April 15, 1986, by and between JAMES L. SLOAN & ETHELMAE P. SLOAN and PINELLAS COUNTY that did grant and convey unto COUNTY, a drainage easement, subsequently recorded in Official Records Book 6234, Pages 458-460, the nature and description of said easement is further described in the Attachment "C-14"; and

WHEREAS, a drainage and utility easement was entered into on July 28, 1987, by and between GERTRUD K. LEON and PINELLAS COUNTY that did grant and convey unto COUNTY, a drainage & utility easement, subsequently recorded in Official Records Book 6550, Pages 2309, the nature and description of said easement is further described in the Attachment "C-15"; and

WHEREAS, RESOLUTION 01-289 was entered into on September 18, 2001 by and between ROBIN J. SLOAN and PINELLAS COUNTY that did vacate a 30.0 foot unopened rightof-way known as Bayview Boulevard, as recorded in Plat Book 42, Page 54, reserving a drainage easement over the vacated area, located in Section 09, Township 29 South, Range 16 East, subsequently recorded in Official Records Book 11629, Pages 1116-1121, the nature and description of said Resolution and easement are further described in the Attachment "C-16"; and

WHEREAS, a drainage easement was entered into on August 28, 2001, by and between ROBIN J. SLOAN and PINELLAS COUNTY that did grant and convey unto COUNTY, a drainage easement, subsequently recorded in Official Records Book 11669, Pages 805-807, the nature and description of said easement is further described in the Attachment "C-17"; and

WHEREAS, a drainage easement was entered into on February 26, 1980, by and between LAWRENCE F. KUFFEL & MALEVA KUFFEL and PINELLAS COUNTY that did grant and convey unto COUNTY, a drainage easement, subsequently recorded in Official Records Book 5035, Page 81, the nature and description of said easement is further described in the Attachment "C-18"; and

WHEREAS, a drainage easement was entered into on February 26, 1980, by and between JOHN E. FENDER & MARY A. FENDER and PINELLAS COUNTY that did grant and convey unto COUNTY, a drainage easement, subsequently recorded in Official Records Book 5035, Page 82, the nature and description of said easement is further described in the Attachment "C-19"; and

WHEREAS, a drainage easement was entered into on April 6, 2009, by and between ERRIC B. AMNAY & LEELAWATI AMNAY and PINELLAS COUNTY that did grant and convey unto COUNTY, a drainage easement, subsequently recorded in Official Records Book 16589, Pages 558-561, the nature and description of said easement is further described in the Attachment "C-20"; and

WHEREAS, a drainage & utility easement was entered into on January 19, 1963, by and between JOHN CLAUSEN, MARY HELEN CLAUSEN, WILLIAM M. RAMSEY, HAZEL A. RAMSEY, FRED CAMPBELL JR., and HARPJETTE H. CAMPBELL and PINELLAS COUNTY that did grant and convey unto COUNTY, a drainage easement, subsequently recorded in Official Records Book 1601, Pages 551-552, the nature and description of said easement is further described in the Attachment "C-21"; and WHEREAS, a Warranty Deed was granted on July 16, 1991, by and between RICHARD MAHER & JAMES A. VOGEL and PINELLAS COUNTY that did grant and convey unto COUNTY, the fee simple interest in Pinellas County Parcel ID# 28/28/16/00036/004/0030, subsequently recorded in Official Records Book 7625, Pages 537-538, the nature and description of which is further described in the Attachment "C-22"; and

WHEREAS, a Warranty Deed was granted on August 6, 1991, by and between JAY J. SHOEMAKER AND LOUELLA I. SHOEMAKER and PINELLAS COUNTY that did grant and convey unto COUNTY, the fee simple interest in Pinellas County Parcel ID#28/28/16/00036/004/0020, subsequently recorded in Official Records Book 7644, Pages 2016-2017, the nature and description of which is further described in the Attachment "C-23"; and

WHEREAS, a Warranty Deed was granted on January 25, 1988, by and between STANLEY KLOSKA & BOZENA KLOSKA and PINELLAS COUNTY that did grant and convey unto COUNTY, the fee simple interest in Pinellas County Parcel ID# 05/29/16/94392/007/0180, subsequently recorded in Official Records Book 6669, Pages 1174, the nature and description of which is further described in the Attachment "C-24"; and

WHEREAS, said Assignment of Easements and Property Transfers will divest the COUNTY of any further rights or responsibility to operate and maintain the easements and properties referenced herein as of the effective date shown above; and

WHEREAS, said assignment of the easements and property transfers herein will not affect or release any public right-of-way for any portion of the easements.

NOW THEREFORE, the parties hereto agree as follows:

1. The COUNTY, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration,, the sufficiency and receipt of which is hereby acknowledged, does hereby grant, assign and transfer to the CITY, its successors in title and assigns forever all easements described in and attached hereto as Attachments "C1-21". The purpose of the easements as established in the above-referenced documents shall remain as described in said respective documents.

The COUNTY, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, has hereby granted, bargained, quitclaimed, and sold to the party of the second part, including its heirs and assigns forever, the following described land lying and being in Pinellas County, Florida, pursuant to Section 125.411, Florida Statutes: all lands described in and attached hereto as Attachments "C22-C-24." Said quitclaim conveyances also includes the transfer of all the phosphate, minerals, metals, and petroleum that are or may be in, on, or under the said land pursuant to Section 270.11, Florida Statutes.

- 2. The COUNTY does not guarantee the fitness or character of the aforesaid property for use by the CITY.
- 3. This Assignment of Easements & Fee Simple Property Transfers shall run with the land and shall be binding to the benefit of the parties hereto, their successors in title and assigns.

IN WITNESS WHEREOF, CITY and COUNTY have hereunder set their respective hands and seals on the day and year referenced below.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

WITNESSES:

PINELLAS COUNTY, FLORIDA by and through its Board of County Commissioners

Name: _____

By:____

Dave Eggers, Chairman Charlie Justice, Chairman Date:

Name:_____

APPROVED AS TO FORM:

AM

Anne Morris Assistant County Attorney ATTEST: KEN BURKE Clerk of the Circuit Court

By:_____

Deputy Clerk

Countersigned:

band Bv:

Frank V. Hibbard Mayor

Date: <u>January</u> 31,2022

Approved as to form:

Laura Mahony U Senior Assistant City Attorney

CITY OF CLEARWATER, FLORIDA

Jon Knnings

City Manager

Michael Delk, on behalf of

Attest:

ara Call

Rosemarie Call City Clerk



ATTACHMENT "C-1" 68075900

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	DKAII	NAGE EASEMENT		
THIS I	NDENTURE, made this	7 day of av	, A.D. 19	96
BETWEEN	James B. Bratton	and Rose A. Bratton	his wife	
of the Coun first part, Florida, pa	ty of and s and PINELLAS COUNTY rty of the second pa	State of 7, a political subdi art,	, part of the vision of the State	e o
considerati considerati the receipt unto the sa	SETH, that the said on of the sum of One ons to in hand whereof is hereby a id party of the seco the following descri	Dollar and other g paid by the said pa acknowledged, do and part, a perpetua	ood and valuable rty of the second p	par
as	e West 5 feet of Lot recorded in Plat Bo cords of Pinellas Co	ook 30, page 60, Pub	division . S	PINELL
Fc ne	r construction, oper cessary drainage fac	ation and repairs o ilities.		AS CO. FLO
	SUNER	COMPTROLLER PB. SEP-6'68		NDA
IN WIT unto set	NESS WHEREOF, the sa hand and seal	id part of the s the day and year fin	first part ha he	re
Signed, sea in the prese	led and delivered			
Educe	- Doct	- James B	Bratton L.S	ن میں ایک ایک ایک ایک ایک ایک ایک ایک ایک ایک ایک ایک ایک
Tlelda	Hor F	How a	Brateon L.S	
			L.S	
				• .

an officer duly authorized to administer oaths and take acknowledgements, iAmes B, $BRATTON \Psi$ Ross A. BRATTONto me well known and known to me to be the persons described in and who executed the foregoing instrument and VMey acknowledged before me that

They executed the same freely and voluntarily for the purposes therein expressed.

WITNESS	my hand and off: A.D. 1968	icial seal this	Jay of Auc	1
n de la composition Anna anna anna anna anna anna anna ann		\sim	Sauce Var all	
Commission		N	otary Public	

2 mar

Pre ared by: Paul Bumiller 315 Hoven Street

Fair 4 5

57 68075901 0.R 2904 PAGE 24	13
∕γ ⁵ ≻' Drainage Easement	
THIS INDENTURE, made this 25 day of July . P	N.D. 1968,
BETWEEN Edwin G. Goetz and Nelda G. Goetz his wife	
of the County of and State of , part of first part, and PINELLAS COUNTY, a political subdivision of the Florida, party of the second part,	of the State of
WITNESSETH, that the said part of the first part, for a consideration of the sum of One Dollar and other good and value considerations to in hand paid by the said party of the se the receipt whereof is hereby acknowledged, do hereby grant unto the said party of the second part, a perpetual drainage es and across the following described property:	able econd part, and releas
The East 5 feet of Lot 14, Bell-Cheer Subdivision as recorded in Plat Book 30, page 60, Public Records of Pinellas County, Florida. For construction, operation and repairs of necessary drainage facilities.	SEP 6 11 11
STATE OF FLORIDA DOCUMENTARY COMPTROLLER PB. SEP-6'68 SEP-6'68 SEP-6'68 SEP-6'68 SEP-6'68	RDES No FLORIDA TI AN °60
IN WITNESS WHEREOF, the said part of the first part h unto set hand and seal the day and year first above wr	
Signed, sealed and delivered	
in the presence of:	L.S.
Ala Airo Serina Tella & Lock	L.S.
Alla alp Haum	
	L.S.
	L.S.
	1 C

to me well known and known to me to be the person described in and who executed the foregoing instrument and acknowledged before me that executed the same freely and voluntarily for the purposes therein expressed.

mala

Notary Public

WITNESS my hand and official seal this 25^{-74} day of A.D. 1968.

My Commission Expires:

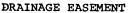
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Prepared by: Paul Buintlier His Haven Strees Margunier, Flor 14 31411 24-29-65

ATTACHMENT "C-3" 68075902



THIS INDENTURE, made this 21th day of Guly, A.D. 1968,

BETWEEN Joan M. Smith and Fred L. Smith her husband

of the County of and State of , part of the first part, and PINELLAS COUNTY, a political subdivision of the State of Florida, party of the second part,

WITNESSETH, that the said part of the first part, for and in consideration of the sum of One Dollar and other good and valuable considerations to in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby grant and release unto the said party of the second part, a perpetual drainage easement over and across the following described property:

> The North 60 feet of the West 10 feet of the East 557 feet of the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 24, Township 29 South, Range 15 East.

For construction operation and repair of necessary drainage facilities.



IN WITNESS WHEREOF, the said part of the first part ha hereunto set hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

L.S. L.S. ÷... L.S.

2904 page 244

STATE OF Florida COUNTY OF Pinellas

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I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, Joan M. Smith and Fred L. Smith her husband to me well known and known to me to be the person described in and who executed the foregoing instrument and acknowledged before me that executed the same freely and voluntarily for the purposes therein

expressed. WITNESS my hand and official seal this 21^{84} day of Suly

nonces Notary Publ

My Commission Expires: Notary Public, State of Florida at Large My Commission Expires Feb. 28, 1971 Bonded by Transamerica insurance Co.

 $m \in \mathbb{N}$

A.D. 1968 .

Prepared by: Paul Bumiller 315 Haven Street Parwater, Florida 33516 -96-42

11 AH

ATTACHMENT "C-4' R-4230 PAGE 652 74144603 NAGE AND UTILITY EASEMEN 400·R 30-5 THIS INDENTURE, made this 11 day of λ.D. -19 55-7 85 BETWEEN CHARLES R. SAGONA and NANCY A. SAGONA, his wife of the County of Pinellas and State of Florida parties of the first part, and PINELLAS COUNTY, a political subdivision of the State of Florida, party of the second part, WITNESSETH, that the said parties of the first part, for and in consideration of the sum of One Dollar and other good and valuable considerations to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby grant and release unto the said party of the second part, a perpetual drainage and utility easement over, under and across the following described property lying in the County of Pinellas, State of Florida, to wit: -The vacated 30.0 foot half right of way for Grove Street lying immediately west of Lot 17, Glen Ellyn Estates CIRCUIT COUR ω Subdivision, as recorded in Plat Book 34, page 32, public ч records of Pinellas County, Florida. PH '74 For the construction, operation, and maintenance of a drainage and utility facility. DOCUMENTARY DE ORIDA DOCUMENTARY TAX STAMP DEPT. OF REVENUE ≋00.30 00.5 PR. IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written. Signed, sealed and delivered in the presence of: L.S R. Sagona Charles **.**S L.S Nancy A. Sagona L.S. Florida STATE OF. COUNTY OF **Pinellas** I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, CHARLES R. SAGONA and NANCY A. SAGONA, his wife to me well known and known to me to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed. day of WITNESS my hand and official seal this 11 Sept. , A.D. 19 74. Notary Public My Commission Expires: 1 Notary Public. State of Florida at Large My Commission Expires May 1, 1976 **RETURN TO:** 3117 Prepared by: Paul Bumilier PINELLAS COUNTY R/W 315 Haven Street SPECIAL ACCOUNT Clearwater, Florida 33516

ATTACHMENT "C-5"

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PINELLAS COUNTY FLA. INST # 90-255403 *** OFFICIAL RECORDS *** BOOK 7382 PAGE 2185

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. . .

No. 90-334

RESOLUTION VACATING LAKE PATRICIA AS SHOWN ON THE PLAT OF VIRGINIA GROVES ESTATES, LOCATED IN SECTION 08, TOWNSHIP 29 SOUTH, RANGE 16 EAST.

WHEREAS, James A. Baxter, as Trustee for the use and benefit of the owners of lots adjacent to Lake Patricia petitioned this Board of County Commissioners to vacate the following described property:

> All of Lake Patricia as shown on the Plat of Virginia Groves Estates as recorded in Plat Book 36, Page 68 and 69 of the Public Records of Pinellas County, Florida, being more particularly described as follows: Begin at the northwest corner of Lot 26, Block 4 as shown on the aforesaid Plat of Virginia Groves Estates and go N.01°26'35"E., 367.00 feet, along the west boundary of said Plat of Virginia Groves Estates, the same being the east boundary of a part of Lot 28, all of Lots 29, 30 and 31, and a part of Lot 32, all in Block 4, of the Plat of Virginia Groves Estates First Addition as recorded in Plat Book 47, Page 41, 42 and 43 of the Public Records of Pinellas County, Florida, the aforementioned boundary also being the North and South centerline of Section 8, Township 29 South, Range 16 East, Pinellas County, Florida; thence S.89°33'56"E., 430.00 feet, along the north boundary of the aforementioned Plat of Virginia Groves Estates, the same being the south boundary of Lots 9 through 13 of the Plat of Country Lane as recorded in Plat Book 43, Page 65 of the public Records of Pinellas County, Florida; thence S.01°26'35"W., 367.00 feet, along the west boundary of Lots 14 through 19, and a part of Lot 20, Block 4, as shown on the aforementioned Plat of Virginia Groves Estates; thence N.89°32'50"W., 430.00 feet, along the north boundary of Lots 20 through 26, Block 4, of the aforementioned Plat of Virginia Groves Estates, to the Point of Beginning.

Containing 3.62 acres, more or less.

and

RETURN TO BCC Be dis Department Board of County Commissioners KARLEEN F. DEBLAKER, CLERK SPT 20, 1990 2:19PM ATTACHMENT "C-5"

*** OFFICIAL RECORDS *** BOOK 7382 PAGE 2186

WHEREAS, this Board of County Commissioners reserves an easement for drainage and utilities and maintenance of same over the following described property:

> All of Lake Patricia as shown on the Plat of Virginia Groves Estates as recorded in Plat Book 36, Page 68 and 69 of the Public Records of Pinellas County, Florida, being more particularly described as follows: Begin at the northwest corner of Lot 26, Block 4 as shown on the aforesaid Plat of Virginia Groves Estates and go N.01°26'35"E., 367.00 feet, along the west boundary of said Plat of Virginia Groves Estates, the same being the east boundary of a part of Lot 28, all of Lots 29, 30 and 31, and a part of Lot 32, all in Block 4, of the Plat of Virginia Groves Estates First Addition as recorded in Plat Book 47, Page 41, 42 and 43 of the Public Records of Pinellas County, Florida, the aforementioned boundary also being the North and South centerline of Section 8, Township 29 South, Range 16 East, Finellas County, Florida; thence S.89°33'56"E., 430.00 feet, along the north boundary of the aforementioned Plat of Virginia Groves Estates, the same being the south boundary of Lots 9 through 13 of the Plat of Country Lane as recorded in Plat Book 43, Page 65 of the public Records of Pinellas County, Florida; thence S.01°26'35"W., 367.00 feet, along the west boundary of Lots 14 through 19, and a part of Lot 20, Block 4, as shown on the aforementioned Plat of Virginia Groves Estates; thence N.89°32'50"W., 430.00 feet, along the north boundary of Lots 20 through 26, Block 4, of the aforementioned Plat of Virginia Groves Estates, to the Point of Beginning.

Containing 3.62 acres, more or less.

and

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WHEREAS, the Petitioner has shown that the requested vacation will not cause injury to surrounding property or property owners and said property sought to be vacated does not now serve and is not needed for any public purpose; and

RETURN TO BCC Records Department Board of County Commissioners ATTACHMENT "C-5"

*** OFFICIAL RECORDS *** BOOK 7382 PAGE 2187

WHEREAS, the Publisher's Affidavit, showing compliance with the notice requirement of Chapter 336.10 of the Florida Statutes, has been received by the Board.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pinellas County, Florida, in regular seasion duly assembled on this lith day of September, 1990, that the above described property be, and the same is hereby vacated insofar as this Board has the authority to do so.

BE IT FURTHER RESOLVED that this resolution, the proof of publication of the notice of public hearing, and the proof of publication of the notice of adoption hereof be recorded in the deed records of Pinellas County, Florida.

Commissioner <u>Chesnut</u> offered the foregoing resolution and moved its adoption which was seconded by Commissioner <u>Tyndall</u> and upon roll call, the vote was: AYES: Rainey, Greer, Chesnut, Tyndall and Todd. NAYS: None.

ABSENT AND NOT VOTING: None.

RETURN TO BCC Records Department Board of County Commissioners

*** OFFICIAL RECORDS *** BOOK 7382 PAGE 2188

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ATTACHMENT "C-5"

STATE OF FLORIDA COUNTY OF PINELLAS

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بتجمعه

I, KARLEEN F. De BLAKER, Clerk of the Circuit Court and Ex-officio Clerk to the Board of County Commissioners, in and for the State and County aforesaid, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of a resolution adopted by the Board of County Commissioners at a meeting held on September 11, 1990 relative to:

> RESOLUTION NO. 90-334 VACATING LAKE PATRICIA AS SHOWN ON THE PLAT OF VIRGINIA GROVES ESTATES, LOCATED IN SECTION 08, TOWNSHIP 29 SOUTH, RANGE 16 EAST.

IN WITNESS WHEREOF, I hereunto set my hand and official

, 1990.

seal this 20th day of September

KARLEEN F. De BLAKER Clerk of the Circuit Court and Ex-officio Clerk to the Board of County Commissioners

By

Deputy

RETURN TO BCC Records Denartment Board of County Commissioners

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(SEAL)

*** OFFICIAL RECORDS *** BOOK 7382 PAGE 2189

and the states

ATTACHMENT "C-5"

902351733

ST. PETERSBURG TIMES

COUNTY OF PINELLAS

Published Daily St. Petersburg, Pinellas County, Florida

Before the undersigned authority personally appeared <u>A. Reider</u> who on oath says that he is <u>LegalClerk</u> of the <u>Clearwater Times</u>

a daily newspaper published at St. Petersburg, in Pinellas County, Florida: that the attached copy of advertisement, being <u>Legal Notice</u> in the matter <u>RE: Notice of Public Rearing</u>

in the Court was published in said newspaper in the issues of Aug. 27, 1990

Affiant further says the said Clearwater Times

is a newspaper published at St. Petersburg, in said Pinelles County, Florida, and that the said newspaper has heretofore been continuously published in said Pinellas County, Florida, each day and has been entered as second class mail matter at the post office in St. Petersburg, in said Pinellas County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he has neither paid nor promised any person, firm, or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. A. Reiser

1:074.90

Sworn to and subscribed before me_this_27th____day of . day of Aug. A.D. 19 90. 200. (SEAL) Notary Public Notary Public Notary Public Notary Public Notary Public My commission expires.monorp Innu Notary Public UNICAWAII (19) 90

902570922

COUNTY OF PINELLAS

ST. PETERSBURG TIMES

Published Daily St. Petersburg, Pinellas County, Florida

·: · 19 .

Before the undersigned authority personally appeared <u>A. Reider</u> who on oath says that he is <u>Legal Clerk</u> of the <u>Clearwater Times</u>

a daily newspaper published at St. Petersburg, in Pinellas County, Florida: that the attached copy of advertisement, being a <u>Legal Notice</u> in the matter <u>RE: Notice of Approval Baxter</u>

in the Court was published in said newspaper in the issues of Sept. 17. 1990.

Affiant further says the said Clearwater Times

is a newspaper published at St. Petersburg, in said Pinellas County, Florida, and that the said newspaper has heretofore been continuously published in said Pinellas County, Florida, each day and has been entered as second class mail matter at the post office in St. Petersburg, in said Pinellas County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he has neither paid nor promised any person, firm, or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. A. Recider

Sworn to and subscribed before l7th me this_ day of The Malo (SEAL)

Notary Public

My commission expires_

BCC Records

CL 402-W

CL 402-W

ATTACHMENT "C-6"

INST # 93-349021 DEC 2, 1993 3:46PM

PINELLAS COUNTY FLA. OFF.REC.BK 8489 PG 170

CONSERVATION EASEMENT

In consideration of the premises and mutual covenants, terms, conditions and restrictions contained herein and other good and valuable consideration the receipt of which is hereby acknowledged, Wal-Mart Stores, Inc. ("Grantor") of the property described in Exhibit "A", attached and incorporated by reference, hereinafter referred to as the "Property" on behalf of itself and its successors, heirs and assigns, grants and gives unto Pinellas County ("Grantee"), 315 Court Street, Clearwater, Florida, 34616, a conservation easement pursuant to Florida Statute 704.06 over the Property of the Grantor.

1. The intent of the easement is to retain the easement area in an essentially natural condition. The following acts or activities are expressly prohibited within the easement in the absence of a specific permit from the Grantee:

(a) Construction or the placing of any structure or materials on or above the ground.

- (b) Construction or placing of utilities, drainage facilities, mitigation areas, or the planting of vegetation.
- (c) The placement of any material such as trash or waste which is in consistent with the intent of the conservation easement.
- (d) Placement, removal or destructions of trees, shrubs or other vegetation, including mowing, pesticide and herbicide uses.
- (e) Excavation or other removal of material.
- (f) Uses except for the purposes that permit the area defined by the easement to remain in an essentially natural condition.
- (g) Any activity detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

The following rights are conveyed to Grantee by this easement:

(a) To enter upon the Property at reasonable times to enforce the rights herein granted upon prior notice to Grantor, its heirs, successors or assigns at the time of such entry; and

To enjoin any activity on or use of the Property that is inconsistent with the purpose of this conservation easement and to enforce the restoration of such areas or features of the Property that may be damaged by an inconsistent activity or use,

(2;4FORMACONSEASE.RDI) FILE#1113-003-R355

(b)

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KARLEEN F. DEBLAKER, CLERK RECORD VERIFIED BY: Propared By: Filipitas Bin up a Politisett of Right of Way EUC Co 440 Court Sacot Clearwater, Full 3(3)3

ESTURY TO: INTELLAS COULTY 17 of 12.14 AGENT

ATTACHMENT "C-6"

PINELLAS COUNTY FLA. OFF.REC.BK 8489 PG 171

Grantor reserves to itself, its heirs, successor or assigns:

all rights as owner of the Property including the right to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this conservation easement; and

the right to perform such maintenance as is necessary to preserve the easement in an essentially natural condition.

4. (No right of access by the general public to any portion of the Property is conveyed by this conservation easement.

5. Grantor agrees to bear all costs and liabilities of any kind related to the operation, upkeep and maintenance of the Property and does hereby indemnify and hold Grantee harmless therefrom.

6. Grantor agrees to pay any and all real property taxes and assessments levied by competent authority on the Property.

7. Grantor intends that enforcement of the terms and provisions of the conservation easement shall be at the discretion of the Grantee and that any forbearance on behalf of Grantee to exercise its rights hereunder-in the event of any breach hereof by Grantor, its heirs, successors, personal representatives of assigns shall not be deemed or constructed to be a waiver of Grantee's rights hereunder in the event of a subsequent breach.

8. Grantee agrees that it will hold this conservation easement exclusively for conservation purposes and that it will not assign its rights and obligations under this conservation easement except to another organization qualified to hold such interests under the applicable state and federal laws and committed to holding this conservation easement exclusively for conservation purposes.

9. If any provision of this conservation easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this conservation easement and the application of such provisions to persons or circumstances other than those as to which it is found to e invalid shall not be affected thereby.

10. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed property given if sent by United States certified-mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

(2;\FORM\CONSEASE.RDH) FILE#1113-003,R355

(a)

(b)

ATTACHMENT "C-6"

PINELLAS COUNTY FLA. OFF.REC.BK 8489 PG 172

Section 200 Barrier

11. Grantor agrees that the terms, conditions, restrictions and proposes of this conservation easement will be included in any subsequent deed or other legal instrument by which the Grantor divests itself of any interest in the property.

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12.//This conservation easement may be amended, altered, released or revoked only by written agreement between the parties hereto.

(TO HAVE AND TO HOLD unto Grantce, its successors and assigns forever. The covenants, terms, conditions, restrictions and purposes imposed by this conservation easement shall be binding not only upon Grantor but also in its agents, personal representatives, heirs, assigns and all other successors to it in interest and shall continue as a servitude running in perpetuity with the Property.)

IN WITNESS WHEREOF Grantor has executed this instrument on the day and year below written.

DATED this 22nd day of September____, 1993 in BentonCounty, Arkansus.

Patrick E. Peery, Asst. Vice/Prefident James M. Davis, Asst. Secretary

701 S. Walton Blvd. BEntonville, AR 72716-8703

aller

Witness as to both Signatures

and the second sec

Witness as to both Signatures

The foregoing instrument was acknowledged before me this 22 nd day of September 1993 by Patrick E. Peery of Wal-Mart Stores, Inc.

3

Grantor

Notary Public State of Arkansas

My Commission expires: 12/5/2002

(2)/FORM/CONSEASE, RDID FILE #1113-003, R355 Kristi Lynn Towe, Netary Public Benton County, Aritanaas My Commission, Expires 12/5/2002

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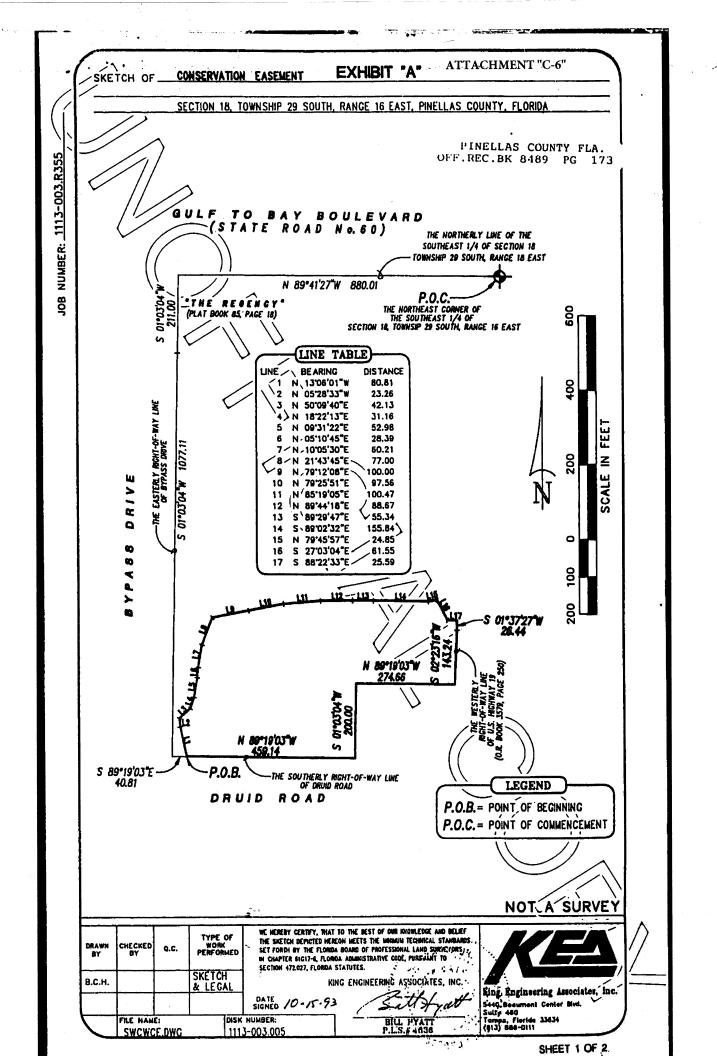


EXHIBIT "A"

PINELLAS COUNTY FLA. OFF.REC.BK 8489 PG 174

LEGAL DESCRIPTION

BEING A CONSERVATION EASEMENT, LYING WITHIN SECTION 18, TOWNSHIP 29 SOUTH / RANGE 16 EAST, OF PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY-DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP/29 SOUTH, RANGE 16 EAST, THENCE RUNNING WITH THE NORTHERLY BOUNDARY, LINE OF SAID SOUTHEAST 1/4, N89°41'27"W, A DISTANCE OF 880.01 FEET; THENCE DEPARTING SAID NORTHERLY BOUNDARY LINE, S01°03'04"W. A DISTANCE OF -211.00 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF "THE REGENCY" AS SHOWN ON A PLAT OF RECORD IN PLAT BOOK 85, PAGE 18 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE 'EASTERLY RIGHT-OF-WAY LINE OF BY-PASS DRIVE; THENCE WITH SAID EASTERLY RIGHT-OF-WAY LINE S01°03'04"W, A DISTANCE OF 1077.11 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF DRUID ROAD; THENCE WITH SAID RIGHT-OF-WAY LINE S89°19'03"E, A DISTANCE OF 40.81 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY LINE N 13°06'01"W, A DISTANCE OF 80.81 FEET; THENCE N 05°28'33"W, A DISTANCE OF 23.26 FEET; THENCE N '50°09'40"E, A DISTANCE OF 42.13 FEET; THENCE N 18°22'13"E, A DISTANCE OF 31.16 FEET; THENCE N 09°31'22"E, A DISTANCE OF 52.98 FEET; THENCE N 05°10'45"E, A DISTANCE OF 28.39 FEET; THENCE N 10°05'30"E, A DISTANCE OF 60.21 FEET; THENCE N 21°43'45"E, A DISTANCE OF 77.00 FEET; THENCE N-79°12'08"E, A DISTANCE OF 100.00 FEET; THENCE N 79°25'51"E, A DISTANCE OF 97.56 FEET; THENCE N 85°19'05"E, A DISTANCE OF 100.47 FEET; THENCE N 89°44'18"E, A DISTANCE OF 88.67 FEET; THENCE N 89°44'18"E, A DISTANCE OF 88.67 FEET; THENCE S 89°29'47"E, A DISTANCE OF/55.34 FEET; THENCE S 89°02'32"E, A DISTANCE OF 155.84 FEET; THENCE N 79°45'57"E, A DISTANCE OF 24.85 FEET; THENCE S 27°03'04"E, A DISTANCE OF 61.55 FEET; THENCE S 88°22'33"E, A DISTANCE OF 25.59 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 19 AS RECORDED IN O.R. BOOK-3579, PAGE 250 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE WITH SAID RIGHT-OF-WAY LINE S 01°37'27"W, A DISTANCE OF 26.44 FEET; THENCE CONTINUE WITH SAID RIGHT-OF-WAY LINE S 02°23'16"W, A-DISTANCE OF 143.24 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE N 89°19'03"W, A DISTANCE OF 274.66 FEET; THENCE S 01°03'04"W, A DISTANCE OF 200.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF DRUID ROAD AFFOREMENTIONED; THENCE WITH SAID RIGHT-OF-WAY LINE N 89°19'03"W, A'DISTANCE-OF 459.14 FEET TO THE POINT OF BEGINNING.

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CONTAINING 5.411 ACRES MORE OR LESS.

ATTACHMENT "C-7"

83211455

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0. 1. 5629 PAGE 111

1 .	DRAINAGE EASEMENT	
	THIS INDENTURE, made this <u>24</u> day of <u>Oct</u> , A.D. <u>1983</u> ,	
₹ • •	BETWEEN MARGARET M. TIBERT	-
	of the County of Pinellas and State of Florida , party of the first part, and PINELLAS COUNTY, a political subdivision of the State of Florida, party of the second part,	
	WITNESSETH, that the said part y of the first part, for and in consid- eration of the sum of One Dollar and other good and valuable considerations to her in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do es hereby grant and release unto the said party of the second part, a perpetual drainage easement over, under and across the following described property, lying in the County of Pinellas, State of Florida, to wit:	1
	41 0.45	i i
1	TUTEL 0.95 CASH	
	The East 7½ feet of the following described property: Lots 8 and 7, Block 3 of Virginia Groves Terrace Second Addition, recorded in Plat Book 37, Page 73 as recorded in the Official (Records of Pinellas County, Florida, 🗢 😽 -	n en service a
	LESS the East 30-feet.	T C E
	Abili Cheg Va: Karleep E. Des Bibler, Clerk Finelias County Karleep E. Des Bibler, Clerk Finelias County MAL: Des Decumentary Clerk Finelias County MAL: Des Decumentary Clerk Finelias County MAL: Des Decumentary Clerk Finelias County	Į
40 Rec 41 DS	uhill Chg Documentary (Tax Pol) S	
43 Int.	Karleep E. De Bilder, Členk, Fineltas County HA: Starleep E. De Bilder, Členk, Fineltas County HA: Straduct A.1.S. Deputy Clerk E. C. Bilder, Starley, St	
Tot		· · ,
ļ.	IN WITNESS WHEREOF, the said party join the first part has hereunto set her hand and seal the day and year first above written,	
	Signed, sealed and delivered	
Stre		
	Almus I Harden Margeret M. Tibert L.S.	ee ja seera ajaa
	Many Go / Juches L.S.	2 . .
d C	<u>h</u> L.s.	1 1
	(signature of two witnessesL.S.	
s >	required by Florida Law)	
122-	STATE OF COUNTY OF	1.7
È3	•	
E S S S S S S S S S S S S S S S S S S S	I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments,	
A GOA	Hargaret M. Tibert	
PINELLAS SPECIAL	to me well known and known to me to be the person described in and who executed the foregoing instrument and who acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.	
AI4 S	WITNESS my hand and official seal this 24 day of	
	A.D. 1983.	
	Chaines histandes	
7	My Commission Expires:	
1	Dec 3 1984	-
1		

ATTACHMENT "C-8"

83211456

0. i. 5629 PAGE 112

DRAINAGE EASEMENT THIS INDENTURE, made this 24 day of Ocf. A.D. 1983, BETWEEN ALBERT L. MCDONALD & JEAN R. MCDONALD of the County of Pinellas and State of Florida , parties of the fin part, and PINELLAS COUNTY, a political subdivision of the State of Florida, of the first party of the second part, WITNESSETH, that the said parties of the first part, for and in consid-eration of the sum of One Dollar and other good and valuable considerations to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby grant and release unto the said party of the second part, a perpetual drainage easement over, under and across the following described property, lying in the County of Pinellas, State of Florida, to wit: 19 14559768 72 1. 250083 41 9.45 JUTEL 9.45 CASH The West 7½ feet of the East 30 feet of Lot 7, Block 3 of Virginia Groves/Terrace Second Addition, recorded in Plat Book 37, Page(73 as recorded in the Official Records of Pinellas County, Fjorida. Ûcı 25 1 $\|$ OV Cash II Chg CLERK CIRCUIT CUURT. illen ST. 10 Ros ALC 41 DS ____43 II of AH CORIOS FLORIDA 43 Int. Duthaku By M. Krynia Ch Deputy Clerk Tet IN WITNESS WHEREOF, the said parties of the first part have set their hands and seals the day and year first above written. 3 hereunto Signed, sealed and delivered 33516 in the presence of: mr. L.S. **IcDon** L.S. ((ון 7 L.S. mil Jean R. McDonald L.S. (signature of two witnesses required by Florida Law) S F S R/¥ とく ACCOUNTY R STATE OF COUNTY OF FOR I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, OLD Albert L. McDonald & Jean R. McDonald ECIAL to me well known and known to me to be the persons described in and who executed the foregoing instrument and who acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed. Z\$ WITNESS my hand and official seal this ,A.D. 1985. My Commission Expires: DEC 3 1954

ATTACHMENT "C-9"

TO: RIGHT OF WAY ADVINISTRAT

ACCOUNT - ATTN:

01-205113 JUN-15-2001 9 PINELLAS CO BK 11427 PG 9:25AM I THE HER HER HER THE THE HER WHEN THE

PROJECT: Alligator Creek Channel B PARCEL NUMBER: 05/29/16/94392/007/0040 P.I.D. NUMBER: 921330

DRAINAGE EASEMENT

JLC 5%-THIS INDENTURE made this / day of .A.D. 2001, BETWEEN STEVEN CHAMBERS and JANET CHAMBERS, 1712 Evans Drive, Clearwater, FL 33759 parties of the first part, and PINELLAS COUNTY, a political subdivision of the State of Florida, ATTN: Engineering - Right of Way Division, with offices located at 440 Court Street, Clearwater, Florida 33756, party of the second part, *husband and wife Scar 50

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of One Dollar and other good and valuable considerations to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby grant and release unto the said party of the second part, a perpetual drainage easement over and across the following described property, together with reasonable access thereto for necessary construction, drainage or maintenance. The said party of the second part agrees to restore the west end of Seller's property and remove the stumps of all the trees cut down for this project, lying in the County of Pinellas, State of Florida, to wit: PARCEL NO. 05/29/16/94392/007/0040

Lands described in legal description attached hereto

and by this reference made a part hereof. STAMPS ARE REQUIRED PROPERTY IS UNDER THREAT OF CONDEMNATION, NO STATE DOCUMENT

Signed, sealed and delivered in the presence of: Prixt Name

Print Name Print Name: GLORIA

STÉVEN CHAMBERS

INET CHAMBERS

(Signatures of two witnesses required by Florida Law) JANET LEE CHAMBERS

STATE OF FLORIDA COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this // day of 2001 STEVEN CHAMBERS and JANET JCHAMBERS, who are personally known to me or have produced Florida Driver's License as identification and who did (did not) take an oath.

*husband and wife JEC 55 NOTARY NOTARY Expires February 14, 2003 SEAL Print Name: CAELA 4 WY COMMENCI CC808145 My Commission Expires: COMMISSION NUMBER:

M:\Engineering Project Management\92133000\Right_of_Way\Steven Chambers\Drainage Easement 4-01.doc

My Commission CCB00146 Expires February 14, 2003

(L.S.)

PINELLAS COUNTY PUBLIC WORKS DIVISION OF SURVEY AND MAPPING 22211 U.S. HIGHWAY 19 N. CLEARWATER, FLORIDA 33765-2347
* SECTION(S) 05, TOWNSHIP 29 SOUTH, RANGE 16 EAST Additions or deletions by other than the Professional Land Surveyor in responsible charge is prohibited. Land Description is involid without signature and/or emboased seat of the Professional Land Surveyor
PINELLAS COUNTY FLA. DESCRIPTION DFF.REC.BK 11427 PG 730
The East 9 feet of the West 14 feet of Lot 4, Block 7, Virginia Grove
Terrace Fourth Addition Subdivision, according to the plat thereof, as recorded_in_Plat_Book 37, Page 75, public records of Pinellas County, Florida, in Section 5, Township 29 South, Range 16 East.
Ch The above Sketch and/or Land description was prepared under my supervision and is true and correct to the best of my knowledge and belief.
CHECKED BY: db S.F.N.: DATE 03/26/01 S.F.N.: DATE 03/26/01 S.F.A.
996 DANNY WELLS BURGESS, PROFESSIONAL SURVEYOR AND MAPPER LICENSE NUMBER: 5993 SEAL STATE OF FLORIDA, PHONE (727) 464-8904

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I#: 2006004435 BK: 14853 PG: 2076, 01/05/2006 at 12:59 PM, RECORDING 2 KEN BURKE, CLERK OF COURT PINELLAS COUNTY, FL BY DEPUTY CLERK: CLKPR03

ATTACHMENT "C-10"

PROJECT: Alligator Creek-Phase II P.I.D. Number: 000714 PARCEL NUMBER: 05/29/16/94392/007/0160

BCC action Date: 12/20/05

DRAINAGE EASEMENT

(THIS INDENTURE, made this 22 day of JUH, A.D. 2005, between KEITH L. SINGH AND PHYLISS SINGH, parties of the first part, and PINELLAS COUNTY, a political subdivision of the State of Florida, ATTN: Real Estate Division, Public Works with offices located at 509 East Avenue South, Clearwater, Florida 33756, party of the second part,

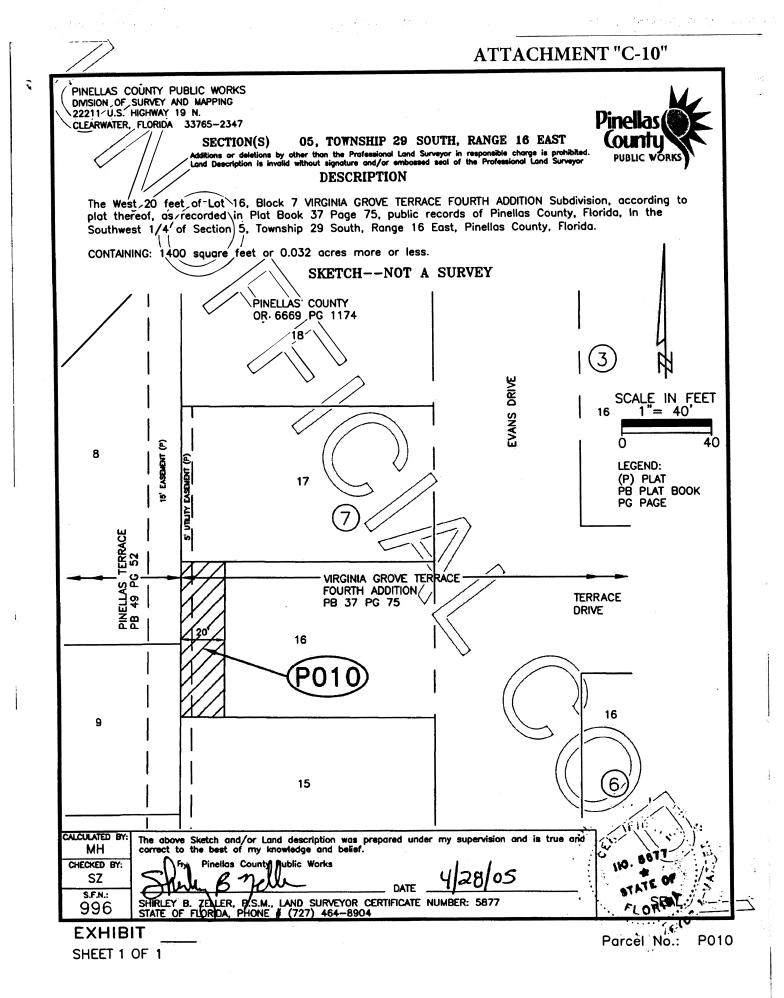
WITNESSETH, that the said parties of the first part, for and in consideration of the sum of One Dollar and other good and valuable considerations to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby grant and release unto the said party of the second part, a perpetual drainage easement over and across the following described property, together with reasonable access thereto for necessary construction, drainage or maintenance, to wit:

EXHIBIT "A" Attached

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of: Print Name Keith Singh Print Name: Print Name: Phyliss Singh Print Name: (ARDIA STATE OF FLORIDA COUNTY OF PINELLAS 22rd The foregoing instrument was acknowledged before me this day of _, 2005 by Keith L. Singh and Phyliss Singh, and they are personally known to me or have produced a Florida Driver's License as identification-and who did (did not) take an oath. KIMAU Rosemary McCarthy NOTARY NOTARY v Commission DD184296 Marth SEAL Print Name es February 17, 2007 COMMISSION NUMBER: DD184294 My Commission Expires: Feb 17, 2007

PINELLAS COUNTY FL OFF. REC. BK 14855 FG 2077



 $(1,1,\dots,n) \in \mathbb{R}^{n+1} \times \mathbb{R}^{n+1}$

I#: 2000004434 BK: 14853 PG: 2074, 01/05/2006 at 12:59 PM, RECORDING 2 KEN BURKE, CLERK OF COURT PINELLAS COUNTY, FL BY DEPUTY CLERK: CLKPR03

ATTACHMENT "C-11"

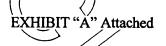
BCC Action Date: 12/20/05

PROJECT: Alligator Creek-Phase II P.I.D. Number: 000714 PARCEL NUMBER: 05/29/16/94392/007/0170

DRAINAGE EASEMENT

THIS-INDENTURE, made this // day of , A.D. 2005, between MICHAEL P. MÍNÉR, party of the first part, and PINELLAS COUNTY, a political subdivision of the State of Florida, ATTN: Real Estate Division, Public Works with offices located at 509 East Avenue South, Clearwater, Florida 33756, party of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of One Dollar and other good and valuable considerations to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does hereby grant and release unto the said party of the second part, a perpetual drainage easement over and across the following described property, together with reasonable access thereto for necessary construction, drainage or maintenance, to wit:



IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seals the day and year first above written.

Signed, sealed and delivered in the presence of: /α. Print Name: Michael P. Miner DA Print Name: STATE OF FLORIDA COUNTY OF PINELLAS The foregoing instrument was acknowledged before me (this day of _, 2005 by Michael P. Miner, and he is personally known to me or has

produced a Florida Driver's License as identification and who did (did not) take an oath.

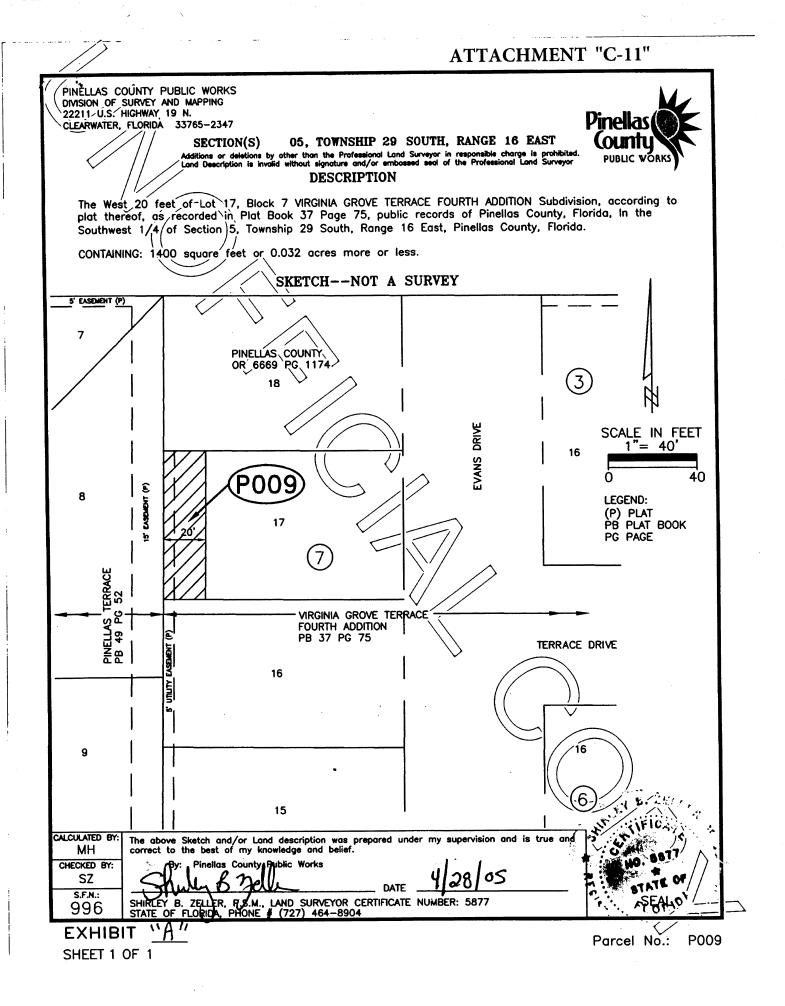
NOTARY SEAL

My Commission Expires:



NOTARY Print Name ('ARLA COMMISSION NUMBER Carla Walan Commission DD185528 is February 19, 2007

PINELLAS COUNTY FL OFF. REC. BK 14855 PG 2075



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I#. 2007009720 BK: 15575 PG: 2589, J1/09/2007 at 02:04 PM, RECORDING 2 KEN BURKE, CLERK OF COURT PINELLAS COUNTY, FL BY DEPUTY CLERK: CLKDMC3

ATTACHMENT "C-12"

PROJECT: Alligator Creek-Phase II P.I.D. Number: 000714 PARCEL NUMBER: 05/29/16/94392/003/0160

DRAINAGE EASEMENT

THIS INDENTURE, made this 21 day of September, A.D. 2006, between RICHARD A. CLAMER, -party of the first part, and PINELLAS COUNTY, a political subdivision of the State of Florida, ATTN: Real Estate Division, Public Works with offices located at 509 East Avenue South, Clearwater, Florida 33756, party of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of One Dollar and other good and valuable considerations to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does hereby grant and release unto the said party of the second part, a perpetual drainage easement over and across the following described property, together with reasonable access thereto for necessary construction, drainage or maintenance, to wit:

EXHIBIT "A" Attached

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seals the day and year first above written.

ned, sealed and delivered in the presence of: HUR **W**Ma nt Name: inthia Harris Richard A. Clamer 2710 N. Terrace Dr. Cléarwater, FL 33759 Print/Name: STATE OF FLORIDA COUNTY OF PINELLAS The foregoing instrument was acknowledged before me this day of

September, 2006 by Richard A. Clamer, and he has produced a Florida Driver's License as identification and he did not take an oath.



Taris NŐTARY Print Name M · OMMISSION NUMBER:

My Commission Expires:

H:\Decuments\Real Estate Division\R_O_W\C_WALSER\ALLIGATOR CREEK\Clamer.doc

ATTACHMENT "C-12" PINELLAS COUNTY PUBLIC WORKS Pinellas DIVISION OF SURVEY AND MAPPING 22211.U.S. HIGHWAY 19 N. BLDG. 16 CLEARWATER/FLORIDA 33765-2347 PHONE: (727) 464-8904 - FAX: (727) 464-8906 PUBLIC WORK Section 5, Township 29 South, Range 16 East Description The South 15 feet of the North 20 feet of Lot 16, Block 3, Virginia Grove Terrace Fourth Addition subdivision, according to the plat thereof, as recorded in Plat Book 37, Page 75, public records of Pinellas County, Florida.

Containing: 1,245 square feet more or less.

Certification

SEAL

The above land description was prepared under my supervision and is true and correct to the best of my knowledge and belief.

Charles N. Gibson, Jr., P.L.S.

Professional Land Surveyor No. 1238

SFN 996 - Parcel Number P018

ATTACHMENT "C-13"

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L.S.

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0.8.5498 MOE 935

DRAINAGE EASEMENT

THIS INDENTURE, made this 25th day of March _,A.D. 19<u>83</u>,

JAMES L. SLOAN & ETHELMAE P. SLOAN, his wife BETWEEN

of the County of Pinellas and State of of the County of Pinellas and State of Florida , part ies of the first part, and PINELLAS COUNTY, a political subdivision of the State of Florida, Florida party of the second part,

HITNESSETH, that the said part ies of the first part, for and in considthe second part, a perpetual drainage easement over, under and across the following described property, lying in the County of Pinellas, State of Florida, to wit:

Lands described in "DESCRIPTION" attached hereto and by this reference made a part hereof. 14 14505339 72

Ol Cash 11 Chg 40 Rec 20 13 43 Int rand Tot ____

set their

Documentary Tax Pd. S. S. Intangible Taultd. Kade Richer, Clerk Pin. Ta Costry Merry Ork

CLERK CIRCUIT COURT HAR 29 4 00 PH '83 IN WITNESS WHEREOF, the said parties of the first part ha ve their hands and seals the day and year first above written, hereunto L.S. lame's. L.S. Chelman L.S.

. AS CU. FLORIDA

Ethelmae P. Sloan

Jaken F. DuBlaker

(signature of two witnesses required by Florida Law)

Signed, sealed and delivered

in the presence of:

STATE OF FLORIDA COUNTY OF PINELLAS

My Commission Expires: Dec 3 1984

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, James L. Sloan & Ethelmae P. Sloan

es.

to me well known and known to me to be the persons described in and who executed the foregoing instrument and who acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

___,A.D. 1983 .

ACCOUNT 8 HOLD LAS CO March

25th WITNESS my hand and official seal this otary Public

ATTACHMENT "C-13"

10.R.5498 PAGE 936

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PINELLAS COUNTY ENGINEERING DEPARTMENT LAND SURVEY DIVISION

Parcel No.: 701.1 Grantor(s): James L. Sloan and Ethelmae P. Sloan, his wife Project : Hoyt Avenue Draimage

 $(g_{i}) \in \mathbb{C}^{n} \setminus \{g_{i}\} \in \mathbb{C}^{n}$

Prepared by: Checked by : Approved by: Date: 3/10/23 Date: 3/10/23 Date: 3/10/23 Date: 3/10/23

DESCRIPTION

The South 30 ft., and the West 30 ft. less the South 30 ft. of that certain tract, as recorded in O.R. 3309, Page 685, Public Records of Pinellas County, Florida, in the Southwest 1/4 of Section 9, Township 29 South, Range 16 East, Pinellas County, Florida, said tract being described as follows:

Begin at the Northwest corner of Lot 2 in Block "O" of Kapok Terrace First Addition, as recorded in Plat Book 49, Page 48 of the Public Records of Pinellas County, for a Point of Beginning; thence South, a distance of 138 ft.; thence N 89°24'14" W, a distance of 442.19 ft., more or less to the West boundary of said Section 9; thence North along said West boundary, a distance of 138 ft.; thence S 89°24'14" E, a distance of 442.19 ft., more or less to the Point of Beginning.

Purpose : Perpetual drainage easement.

Containing: 16,508 sq. ft. or 0.379 acres M.O.L.

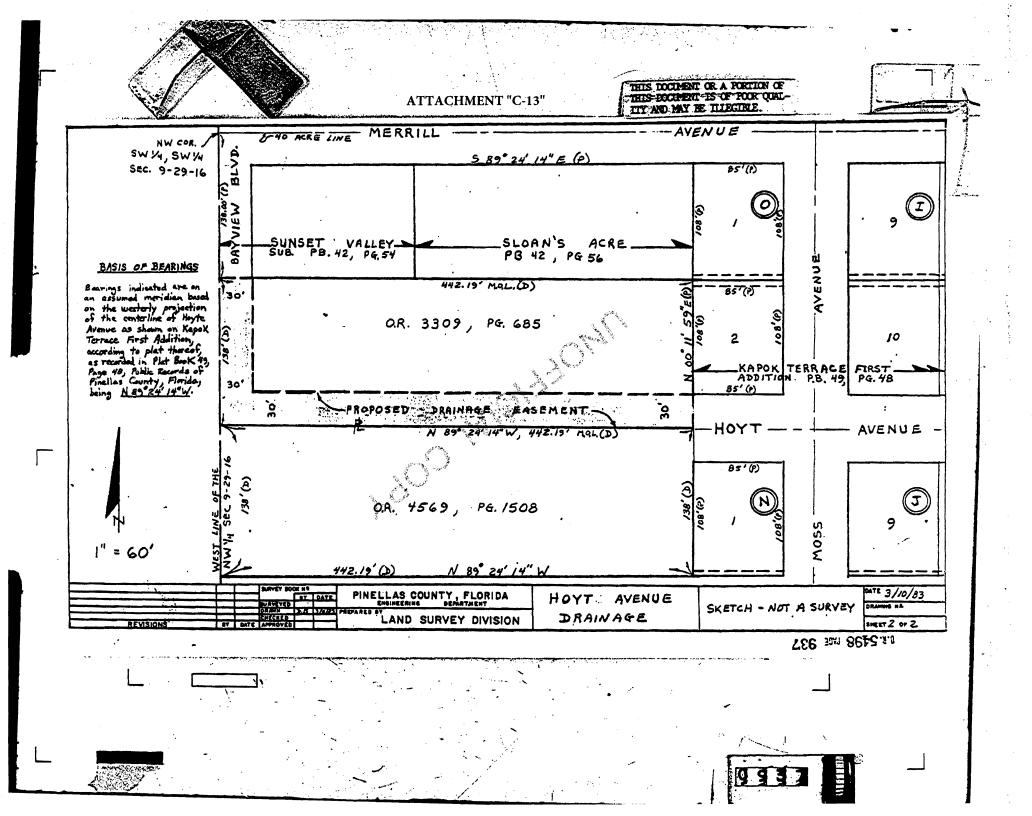
Basis of Bearings Bearings indicated are on an assumed meridian based on the Westerly projection of the centerline of Hoyt Avenue as shown on Kapok Terrace First Addition, according to plat thereof, as recorded in Plat Book 49, Page 48, Public Records of Pinellas County, Florida, and being N 89*24'14" W.

This description prepared without benefit of Abstract of Title; Legal ownership analysis or comprehensive field survey.

Subject to easements and restrictions of record.

Prepared under the direction of: Pinelles-County Engineering Department

orwood, P.L.S. and Surveyor No. 3914 f983



ATTACHMENT"C-14"

0.R.6234 PAGE 458

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THE DISCUSSION

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L.S. L.S.

L.S.

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DRAINAGE EASEMENT

THIS INDENTURE, made this 15th day of ACRIL ,A.D. 1986,

JAMES L. SLOAN & ETHELMAE P. SLOAN, his wife BETWEEN

of the County of Pinellas and State of Florida , part ies of the first part, and PINELLAS COUNTY, a political subdivision of the State of Florida, party of the second part,

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of One Dollar and other good and valuable considerations to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby grant and release unto the said party of the second part, a perpetual drainage casement over, under and across the following described property, lying in the County of Pinellas, State of Florida, to wit: 14 14534155 72 1. 27HA86

> Lands described in "EXHIBITS A and B" attached hereto and by this reference made a part hereof.

01 Costa-11 /. 40 Rec ______ 150 41 DS 43 Int 5.0.Up Tot

.,50. Yac rd. 🕄 1. Inling bie Tax Ed. F. De Bisker, Clerk, Portility County Kaileen BY. MARIANS LAND Deputy Clert

IN HITKESS WHEREOF, the said part is of the first part have hereunto set their hands and seals the day and year first above written,

> 7.12.1 James L.

thelmal Ethelmae P. Stoan

Sloan

Signed, sealed and delivered in the presence of:

gnature of two witnesses required by Florida Law)

STATE OF FLORIDA COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments,

James L. Sloan & Ethelmae P. Sloan

to me well known and known to me to be the persons described in and who executed the foregoing instrument and who acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

HOLD FOR:

HITHESS my hand and official seal this $.15^{+1.1}$ alli day of ,A.D. 1986. APRIL

Ny Commission Expires: Notary Dyblin: State of Florida at Large My Convolgance Expires Dag: 3, 1687

REIC

Joan J. X. Prepared by: Cob Powell

313 Court Street PINELLAS COUNTY RAY Clearwater, fL 33514 SPECIAL ACCOUNT - DA

ATTACHMENT"C-14"

Page 1 of 2

Date: 8 31 83 Date: 8/3//83 Date: 9 51 63

PINELLAS COUNTY ENGINEERING DEPARTMENT 0.R. 6234 PAGE 459

C has de la companya de la companya

Parcel No.:	801.1-R	Prepared by: XPIN
Grantor(s):	James L. Sloan and	Checked by : Quit Approved by: (1/1)
	Ethelmae P. Sloan, his wife	Approved by: (//)
Project :	Hoyt Avenue Drainage	

DESCRIPTION

The South 10 ft. of that certain tract, as recorded in O.R. 3309, Page 685, Public Records of Pinellas County, Florida, in the Southwest 1/4 of Section 9, Township 29 South, Range 16 East, Pinellas County, Florida, said tract being described as follows:

> Regin at the Northwest corner of Lot 2 in Block "O" of Kapok Terrace First Addition, as recorded in Plat Book 49, Page 48 of the Public Records of Pinellas County, for a Point of Beginning; thence South, a distance of 138 ft.; thence N 89°24'14" W, a distance of 442.19 ft., more or less to the West boundary of said Section 9; thence North along said West boundary, a distance of 138 ft.; thence S 89°24'14" E, a distance of 442.19 ft., more or less to the Point of Reginning.

Purpose : Perpetual Drafnage/Easement.

Containing: 4,422 sq. ft. or 0.102 acres N.O.L.

Basis of Bearings Bearings indicated are on an assumed meridian based on the Westerly projection of the centerline of Hoyt Avenue as shown on Kapok Terrace First Addition, according to plat thereof, as recorded in Plat Book 49, Page 48, Public Records of Pinellas County, Florida, and being N 89°24'14" W.

This description prepared without benefit of Abstract of Title; Legal ownership analysis or comprehensive field survey.

Subject to easements and restrictions of record.

Prepared under the direction of: Pincilas County Engineering Department

Charlys R. Norwood, P.L.S. Giliterya, neg. Land Surveyor No. 3914 31, 1983

5 2. 10 3

EXHIBIT A

ATTACHMENT"C-14"

Page 1 of 2

PINELLAS COUNTY ENGINEERING DEPARTMENT LAND SURVEY DIVISION

0.R.6234 PAGE 460

Parcel No.: 802.1 James L. Sloan and Grantor(s): Ethelmae P. Sloan, his wife : Hoyt Avenue Drainage

Prepared by:	Ken	Date:	8	3183
Checked by :		Date:	8/	3//83
Approved by:		Date	8	31102

DESCRIPTION

The North 20 ft. of the South 30 ft. of that certain tract, as recorded in O.R. 3309, Page 685, Public Records of Pinellas County, Florida, in the Southwest 1/4 of Section 9, Township 29 South, Range 16 East, Pinellas County, Florida, said tract being described as follows:

> Begin at the Northwest corner of Lot 2 in Block "O" of Kapok Terrace First Addition, as recorded in Plat Book 49, Page 48 of the Public Records of Pinellas County, for a Point of Beginning; thence South, a distance of 138 ft.; thence N 89°24'14" W, a distance of 442.19 ft., more or less to the West boundary of said Section 9; thence North along said West boundary, a distance of 138 ft.; thence S 89°24'14" E, a distance of 442.19 ft., more or less to the Point of Beginning.

: Perpetual Drainage Haintenance Easement. Purpose

Containing: 8,844 sq. ft. or 0.203 acres N.O.L.

Basis of Bearings

Pro ject

Bearings indicated are on an assumed meridian based on the Westerly projection of the centerline of Hoyt Avenue as shown on Kapok Terrace First Addition, according to plat thereof, as recorded in Plat Book 49, Page 48, Public Records of Pinellas County, Florida, and being N 89°24'14" W.

This description prepared without benefit of Abstract of Title; Legal ownership analysis or comprehensive field survey.

Subject to easements and restrictions of record.

Prepared under the direction of: Pinellas County Engineering Department

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> P.B. Norwood, P.L.S. S Land Surveyor No. 3914 1, 1983

> > EXHIBIT B

SEE 6 5 5 0 PG 2 3 0 9

- - - 3 MSC

ATTACHMENT "C-15"

87193859

DRAINAGE AND UTILITY EASENENT

THIS INDENTURE made this 28th day of (A.D. 19<u>87</u>

GERTRUD K. LEON BETWEEN

Calle 40 No. 22-33, Bogota, Columbia, South America

of the County of <u>Pinellas</u> and State of <u>Florida</u>, party of the first part, and PINELLAS COUNTY, a political subdivision of the State of Florida, with offices at 315 Court Street, Clearwater, Florida 33516, party of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of One Dollar and other good and valuable considerations to her in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does hereby grant and release unto the said party of the second part, a perpetual drainage and utility easement over and across the following described property, together with reasonable access thereto for necessary construction or maintenance, lying in the County of Pinellas, State of Florida, to wit:

> 14 14928392 73 1. 30JL87 0.55 41 0.55 CASH TOTAL The Southeasterly 10 feet of Lot 6, Block &, Kapok Terrace.

01 Cash 11 Chu 40 Rec ____ 41 DS -43 Int Tot ______

Return to: RI

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and the Northwesterly 5 feet of the Southeasterly 15 feet of Lot 6 Block G, Kapok Terrace, as a Temporary Construction Easement, which will expire at completion of pipe installation.

IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand and seal the day and year first above written.

Second Street March 19

Signed, sealed and delivered in the presence of:

T the Witness

Witness

Witness (Signatures of two witnesses required by Florida Law)

STATE OF FLORIDA COUNTY OF PIUCLEAS

78' NOA I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, GERTRUD K. LEON

to me well known and known to me to be person described in and erecuted the foregoing instrument and acknowledged before me that executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal this \underline{ABH} .

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And! Gentrud K. Leon

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L.S.

Ky Commission Expires:

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Prepared by Bob Power RIW Dept

ATTACHMENT "C-16"

Resolution No. 01-289

RESOLUTION VACATING A PORTION OF A 30.0 FOOT UNOPENED RIGHT OF WAY KNOWN AS BAYVIEW BOULEVARD, LYING WEST OF AND ADJACENT TO LOT 1, SUNSET VALLEY SUBDIVISION, AS RECORDED IN PLAT BOOK 42, PAGE 54, RESERVING A DRAINAGE EASEMENT OVER THE VACATED AREA, LOCATED IN THE SOUTHWEST 1/4 OF SECTION 09, TOWNSHIP 29 SOUTH, RANGE 16 EAST

01-363130 OCT-17-2001 10:20m PINELLAS CO BK 11629 PG 1116

WHEREAS, Robin J. Sloan, petitioned this Board of County Commissioners to

vacate the following described property:

lands described in legal description attached hereto

and by this reference made a part hereof; and

WHEREAS, the Petitioner has shown that the requested vacation will not cause injury to surrounding property or property owners; and

WHEREAS, the Publisher's Affidavit, showing compliance with the notice requirement of Chapter 336.10 of the Florida Statutes, has been received by the Board of County Commissioners.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pinellas County, Florida, in regular session duly assembled on this 18th day of September 2001, that the above described property be, and the same is hereby vacated insofar as this Board of County Commissioners has the authority to do so.

ATTACHMENT "C-16" PINELLAS COUNTY FLA. DFF, REC. BK 11629 PG 1117

BE IT FURTHER RESOLVED that this resolution, the proof of publication of the notice of public hearing, and the proof of publication of the notice of adoption hereof, be recorded in the deed records of Pinellas County, Florida.

Commissioner <u>Morroni</u> offered the foregoing resolution and moved its adoption which was seconded by Commissioner <u>Todd</u> and upon roll call, the vote was:

AYES: Harris, Todd, Stewart, Seel, Latvala, and Morroni.

NAYS: None.

ABSENT AND NOT VOTING: Welch.

HOLDOVER FOR BOARD RECORDS

ATTACHMENT "C-16"

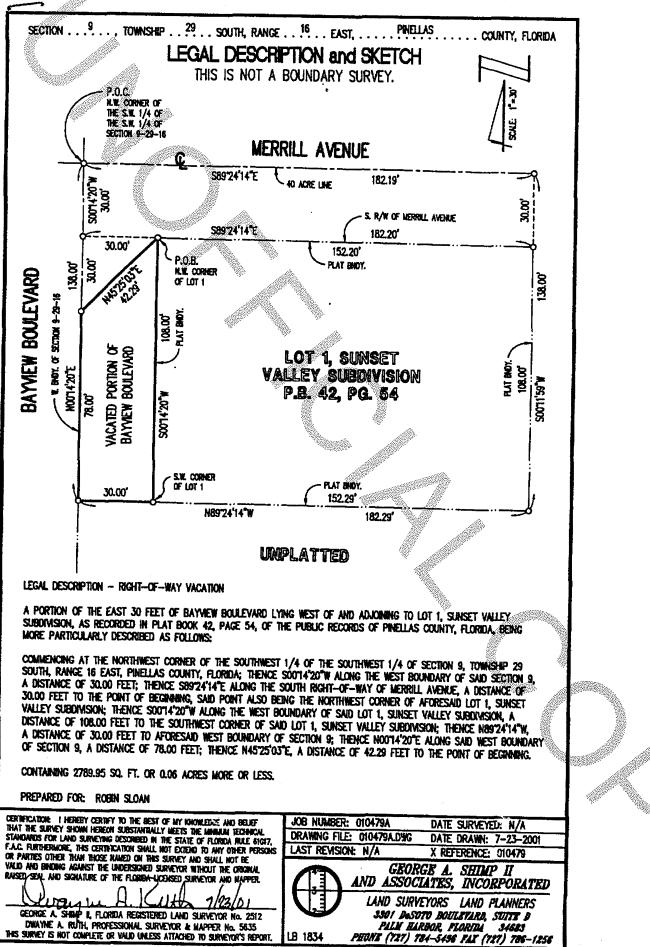
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WARD RECORD

ATTACHMENT "C-16"

PINELLAS COUNTY FLA. OFF.REC.BK 11629 PG 1119

APPROVED AS TO FORM

By and by Ch site Atiomey

°U/, Wag I. KARLEEN F. De BLAKER, Gierr, of the Clicol Court and Clerk Broeliclo, Board of Count Commissioners, do handly certify ha the Boos are foregoing is a true and sorrect court of the origing as it appears in the official files of the Board of Court of the Isoard of the Board of the Isoard of Bcard of Councy Commissioners of Pithellas County, Florida. Witness my hand and said County FL TO/SOLA.D. 20 0 day of n this . KAPLEEN F. De BLAKER, Clerk of the Circuit Court Ex-Officio Cierk of Board of County the County, File Comin Disputy Clerk

		Α	TTACHMEN	Т "С-16"
	KEVIEW	P OFF	INELLAS COUNTY REC.BK 11629 (FLA. PG 1120
	PUBLICATIONS, INC. Published Weekly Clearwater, Pinellas County, Florida			
COUNTY OF HILLS				
STATE OF FLORIDA				
who on oath says that	dersigned authority personally appeared he is Publisher of the Tampa Bay Review, a wat the Clearwater in Pinellas County, Florida; that th	ames F. Bailey, Jr. eekly he attached copy of		
being a	Notice of Public Hearing			
in the matter of	Petition of Robin J. Sloan			
in the	 Court, was published in said newspaper in 	1 the	b	
in theissues of	Court, was published in said newspaper in September 7, 2001	1 the		i
issues of Affiant further	September 7, 2001	spaper published	וויי אנו אנסינע אנו אני יסט אנייי	, 1
Affiant further at Clearwater, Pinellas	September 7, 2001 r says that the said Tampa Bay Review is a new County, Florida, and that the said newspaper has	spaper published	، بند بنداده الآل، منه ال	, · · · · · · · · · · · · · · · · · · ·
Affiant further at Clearwater, Pinellas continuously published	September 7, 2001 Tr says that the said Tampa Bay Review is a new County, Florida, and that the said newspaper had and has been entered as second-class matter at	spaper published as heretofore been the Post Office in		1 - -
Affiant further at Clearwater, Pinellas continuously published Clearwater in said Pine publication of the attack	September 7, 2001 r says that the said Tampa Bay Review is a new County, Florida, and that the said newspaper ha and has been entered as second-class matter at ellas County, Florida, for a period of one year no thed copy of advertisement; and affiant further s	spaper published as heretofore been the Post Office in ext preceding the first avs that be has	÷.	1
Affiant further at Clearwater, Pinellas continuously published Clearwater in said Pine publication of the attack neither paid nor promis	September 7, 2001 r says that the said Tampa Bay Review is a new County, Florida, and that the said newspaper ha and has been entered as second-class matter at ellas County, Florida, for a period of one year no hed copy of advertisement; and affiant further s sed any person, firm or corporation any discour	spaper published as heretofore been the Post Office in ext preceding the first ays that he has the rebate, commission	÷.	, , ,
Affiant further at Clearwater, Pinellas continuously published Clearwater in said Pine publication of the attack neither paid nor promis	September 7, 2001 r says that the said Tampa Bay Review is a new County, Florida, and that the said newspaper ha and has been entered as second-class matter at ellas County, Florida, for a period of one year no thed copy of advertisement; and affiant further s	spaper published as heretofore been the Post Office in ext preceding the first ays that he has it, rebate, commission thin said	÷ ; ;	· · · · · · · · · · · · · · · · · · ·
Affiant further at Clearwater, Pinellas continuously published Clearwater in said Pine publication of the attack neither paid nor promis	September 7, 2001 r says that the said Tampa Bay Review is a new County, Florida, and that the said newspaper ha and has been entered as second-class matter at ellas County, Florida, for a period of one year no hed copy of advertisement; and affiant further s sed any person, firm or corporation any discour	spaper published as heretofore been the Post Office in ext preceding the first ays that he has it, rebate, commission in sai	NOTICE OF PUBLIC HEARI	
Affiant further at Clearwater, Pinellas continuously published Clearwater in said Pine publication of the attack neither paid nor promis	September 7, 2001 The said Tampa Bay Review is a new County, Florida, and that the said newspaper has and has been entered as second-class matter at ellas County, Florida, for a period of one year no sed any person, firm or corporation any discour- se of securing this advertisement for publication	spaper published as heretofore been the Post Office in ext preceding the first ays that he has it, rebate, commission in saic Notice is hereby given the AM, a public hearing we County Commission	MOTICE OF PUBLIC HEARI hat on the 25th day of Septem II be held by the Board of Co	ber 2001, beginning at 9:30 inty Commissioners in the
Affiant further at Clearwater, Pinellas continuously published Clearwater in said Pine publication of the attack neither paid nor promis	September 7, 2001 r says that the said Tampa Bay Review is a new County, Florida, and that the said newspaper had and has been entered as second-class matter at ellas County, Florida, for a period of one year me thed copy of advertisement; and affiant further s sed any person, firm or corporation any discour- se of securing this advertisement for publication James F(B)	spaper published as heretofore been the Post Office in ext preceding the first ays that he has it, rebate, commission thin said Wotice is hereby given the AM a public hearing w County Commission Am illey, J SIS Court Street, Cleary weate the following:	NOTICE OF PUBLIC HEABL hat on the 25th day of Septem ill be held by the Board of Con sembly Room, Fith Floor, Fir rater, Florida to consider the p	ber 2001, beginning at 9:30 inty Commissioners in the sellas County Courthouse, etition of Robin J. Sloan, to
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COUNTY OF HI	LLSBOROUGH						
STATE OF FLOR	S.S. RIDA						
Before th	e undersigned authority personally appeared Matt Walsh						
who on oath says	that he is Publisher of the Tampa Bay Review, a weekly hed at Clearwater in Pinellas County, Florida; that the attached copy of			of Pinelius commission Ared a reso- toon, re the	ulerard, arring a 12, Phec 1, Runge	01-7431	•
being a	Public Notice			tint C in J. S	Rew Bo Book South		
in the matter of _	Petition by Robin J. Sloan	- 4	• • •	, In the Contract In the Contract Mark, Florids	n as Bayri Subdivisio Jedian Plat Venatio 2		
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issues of	October 12, 2001		PUBI		o Lot		
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Walsh) Matt Walsh

Sworn to and subscribed before me this

12th day of October A.D. 2001, by Matt Walsh, who is personally known to me.

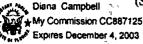
AND

Diana Campbell

HOLDOVER FOR BOARD RECORDS

Notary Public, State of Florida

neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.



(SEAL) Diana Campbell 🐣 Expires December 4, 2003

ATTACHMENT "C-17"

01-36<u>3191-067-17-2801-10:</u>20₈₀ PINELLAS CU BK 11829 PG 1122

01-392718 NOV- 9-2001 12:17pm PINELLRS CD 8K 11669 PG 805

DRAINAGE EASEMENT

THIS INDENTURE made this 28 th day of $\text{Arg} \cdot \text{s} + \text{s}$, 2001, BETWEEN Robin J. Sloan, of the County of Pinellas and State of Florida, party of the first part, and PINELLAS COUNTY, a political subdivision of the State of Florida, ATTN: Engineering - Right of Way Division, with offices located at 440 Court Street, Clearwater, Florida 33756, party of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of One Dollar and other good and valuable considerations to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do they hereby grant and release unto the said party of the second part, a perpetual drainage easement over and across the following described property, together with reasonable access thereto for necessary construction or maintenance, lying in the County of Pinellas, State of Florida, to wit:

> Lands described in legal description attached hereto and by this reference made a part hereof.

IN WITNESS WHEREOF, the said party of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

floan Robin J

Witness-Print Name:

(Signatures of two witnesses required by Florida Law)

STATE OF FLORIDA COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this $\frac{2544}{2544}$ day of $\frac{44954}{2544}$, 2001 by Robin J. Sloan, who is/are personally known to me or who has produced Florida Driver's License as identification and who did (did not) take an oath.

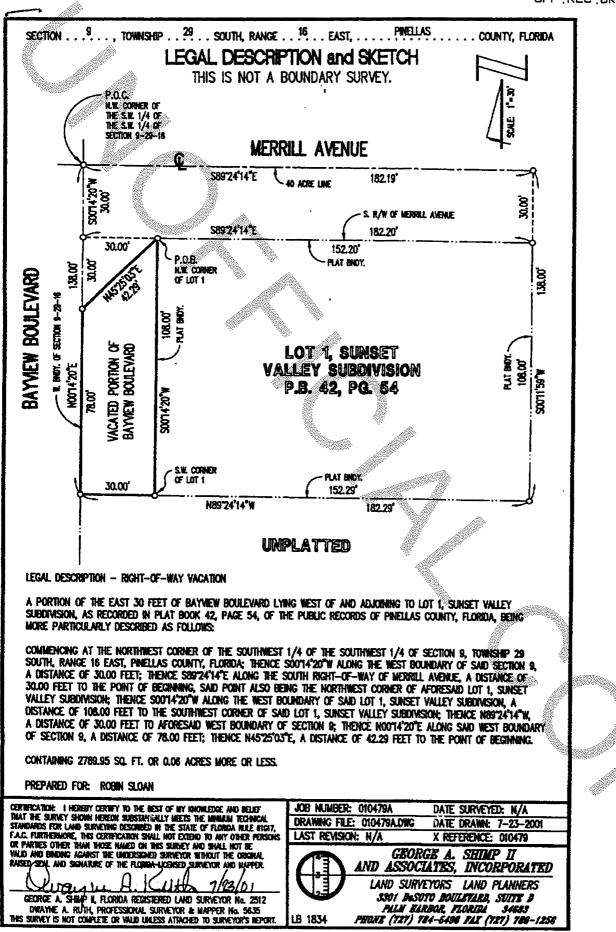
HOLDOVER FOR BOARD RECORDS

NOTARY Saray, Glenda G Spoto * Dat * My Commission CC874422 * Expires October 30, 2003

Glanda G Spoto NOTARY Print Name COMMISSION NUMBER My Commission Expires:

PPROVED A COUNTY ATTORNEY

ATTACHMENT "C-17" PINELLAS COUNTY FLA. OFF.REC.8K 11669 PG 806



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PINELLAS COUNTY FLA. DFF.REC.BK 11869 PG 807

ATTACHMENT "C-17"

8

A STREET STORES

ATTACHMENT "C-18" DRAHINGE ENSEMENT O.R. 8035 PLCE 81 80092499 THIS INDENTURE, made this _______ day of FEBRUARY A.D. 1980, BETHEEN LAWRENCE F. KUFFEL & MALEVA KUFFEL, his wife of the County of Pinellas and State of Florida , part ies of the first part, and PINELLAS COUNTY, a political subdivision of the State of Florida, party of the second part, with offices at 315 Haven Street, Clearmater, Florida 33516 HITNESSETH, that the said part ies of the first part, for and in consideration of the sum of One Dollar and other good and valuable considerations to then in hand paid by the said party of the second part, the receipt mereof is hereby acknowledged, do hereby grant and release unto the said party of the second part, a perpetual drainage easement over, under and across the following described property, lying in the County of Pinelles, State of Florida, to wit: 14 14316906 72 0001. 13JN80 The east 5 feet of Lot 10, Block L, Carlton Terrace First ⁴¹ Addition, as recorded in Plat Book 43, page 39 of the public records of Pinellas County, Florida. .40 DS 40 CA For construction, installation and maintenance of a drainage facility. Praimage facility to be constructed of two (2) latch basine, me on the North side, and Que on the Southride of morningrise Drive - lowested under ei 🕑 11 Chy Morning side Drive Joy (15) Fifteen inch culvert. 41 Rec _____ 40 41 DS illusy to be poured Concrete or riprise. 43 lot 40 el will automatically he rendered. Said lasement mill and mid if the drainage facility is not Completed with in (60) Sifty days of the signing of This indenture IN WITHESS KHEREOF, the said part ies of the first part have hereunto their hand s and seals the day and year first above written. set SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF epared by: al Bunuller Kaven Siroei ter, Ylwridh i awline L.S Lawrence F L.S 100 Signature of two witnesses required by Florida Law R/Y 00.40 STATE OF CCOUNT F COUNTY OF I HEREBY CERTIFY that on this day personally appeared before ma, an officer duly authorized to administer oaths and take acknowledgments, Lawrence F. Kuffel & Maleva Kuffel to me well known and known to me to be the person s described in and who executed the foregoing instrument and who acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed. HITHESS my hand and official seal the A. D. 19 80. Hy COMMISSION EXPIRES: UNIL GINERAL ING. UNDERWITTE

ATTACHMENT "C-19" DRATHAGE EASEHENT 0.R. 5035 PAGE 82 80092500 THIS INDENTURE, made this 2646 day of FEBRUARY A.D. 19 80 BETKEEN JOHN E, FENDER & MARY A. FENDER, his wife of the County of Pinellas and State of Florida , parties of the fir part, and PINELLAS COUNTY, a political subdivision of the State of Florida, of the first party of the second part, with offices at 315 Haven Street, Clearwater, Florida 33516 HITHESSETH, that the said parties of the first part, for and in consideration of the sum of One Dollar and other good and valuable considerations to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby grant and release unto the said party of the second part, a perpetual drainage easement over, under and across the following described property, lying in the County of Pinellas, State of Florida, to wit: 10120 The west 5 feet of the south 125 feet of Tract "A", Green Meadows, a subdivision recorded in Plat Book 66, page 5, of the public records of Pinellas County, Florida, LESS the south 25 feet thereof. For construction, installation and maintenance of a Š drainage facility? Drainage Pacifity to be const Ructed of two (2) CATCH basins, one on the NORTH Side, one on the South side of. MORNINGSIDE DAINE, CONNECTED UNDER MORNINGSIDE DR 13 INSUMISIU by Fifteen inch (15%) culvert. 01 649 11 978 SAID EASEMENT will Auto MATICALLY be NULL AND VOID A) Rec **PHCS** IF drainage Facility is Not completed within 41 03 43 Int Sixty (60) days of the signing of this indenture. 40 lot_ 8 ORIGINAL 14 14316907 72 0001. 13JN80 .41 40 OS .40 CA IN WITNESS WHEREOF, the said parties of the first part have hereunto eir hands and seals the day and year first above written. 볊 Frenarol Dr: Faul Eumllier t15 Maven Elect water, Paul 22 set their SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF: aleva ohn E. Fender Юол Mary A. Fender Signature of two witnesses OF required by Florida Law DOCUMENTARY c, STATE OF 211313 COUNTY OF I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, John E. Fender & Mary A. Fender to me well known and known to me to be the person's described in and who executed the foregoing instrument and who acknowledged before we that they executed the same freely and voluntarily for the purposes therein expressed. "WITHESS my hand and official seal the 26-4 , A. D. 1980 . My Charlisston Expires: lotary Public COMMISSION EXPLAS ANY 22 1980

I#: 2009132695 BK: 16589 PG: 558, 05/20/2009 at 09:35 AM, RECORDING 4 KEN BURKE, CLERK OF COURT PINELLAS COUNTY, FL BY DEPUTY CLERK: CLKDM04

ATTACHMENT "C-20"

Basin: B15 Spring Branch Parcel No's: 03/29/15/12060/003/0010 03/29/15/12060/003/0020

Prepared by and return to: James R. Meloy, Real Property Division Attn: Major Drainage 509 East Avenue South Clearwater, FL 33756

DRAINAGE MAINTENANCE EASEMENT

WITNESSETH:

That the said Grantor, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the Grantee, Perpetual Drainage Maintenance Easements (Easements), over and across the following described properties, in Pinellas County, to wit:

SEE ATTACHED EXHIBIT "A"				
Exhibit A	Parcel No.: P15-007			
Exhibit A	Parcel No.: P15-008			

hereto and made a part hereof, herein referred to as the "Easement."

TO HAVE AND TO HOLD said Easements unto said Grantee forever, subject to the following conditions:

1. Grantor hereby warrants and covenants (a) that Grantor is the owner of the fee simple title to the properties in which the above described Easements are located; and (b) that Grantor has full right and lawful authority to grant and convey these Easements to the Grantee.

2. The grant of these Easements does not create additional restrictions to the rights of the Grantor in the use of these Easements beyond those contained herein.

3. The rights and the purpose of these Easements are limited to the Grantee's maintenance of the drainage system, solely for the purpose of drainage flow along and inside the top of bank of the drainage channel.

ATTACHMENT "C-20"

4. The rights herein granted to the Grantee, by the Grantor, specifically include: (a) the right for the Grantee, at their discretion, to clear the Easements of fallen trees, limbs, undergrowth, and other physical objects, which may endanger or interfere with the safe and efficient operation or maintenance of the drainage system; and (b) the reasonable right, with reasonable notification, for the Grantee to have ingress and egress across the Grantor's properties to the Easements.

5. Except for those acts reasonably necessary to accomplish the purposes of these Easements, Grantee also covenants not to do any acts or things, which it could reasonably expect to cause damage to Grantor's premises. With respect to any person not a party to these Easements, this paragraph should not be construed as a waiver of any defense or limitation available to the Grantee or Grantor, pursuant to Florida Law, as now in effect, or as may be amended from time to time.

IN WITNESS WHEREOF, the Grantor has hereunto set their hand on the day and year first written above.

SIGNED AND DELIVERED IN THE PRESENCE OF:

Print Name: MAR

STATE OF FLORIDA COUNTY OF PINELLAS

NOTARY

GRANTOR:

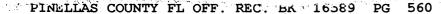
RRIC

ERRIC B. AMNAY

The foregoing instrument was acknowledged before me this day $(_ of _ Qp_i)$. 200_ \mathcal{O}_i , by Erric B. Amnay and Leelawati Amnay. The individuals are personally known to me, or have produced a Florida Drivers License as identification.

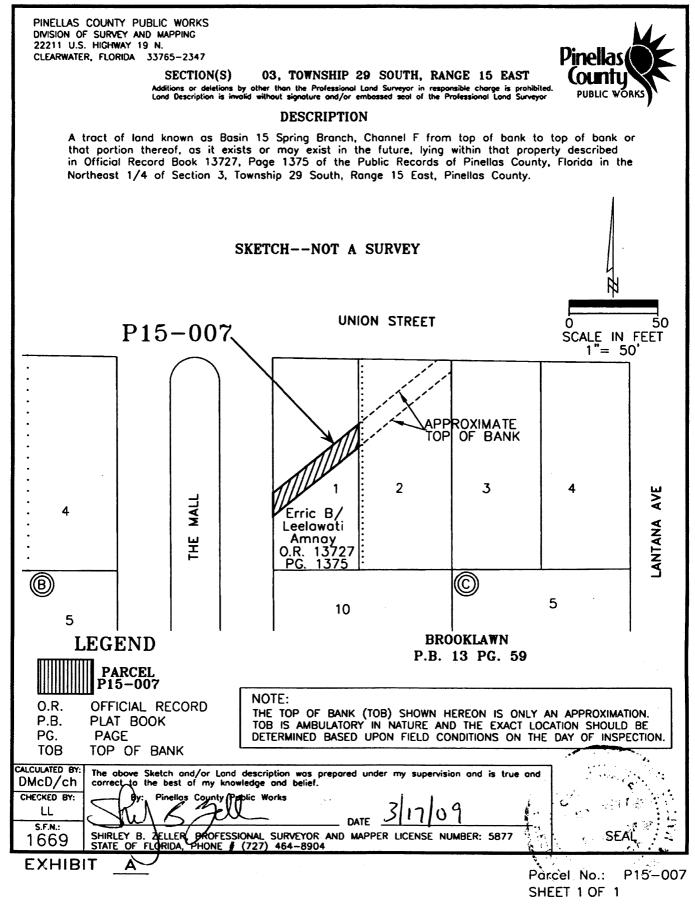
NOTARY Print Name: (LID Commission Number:

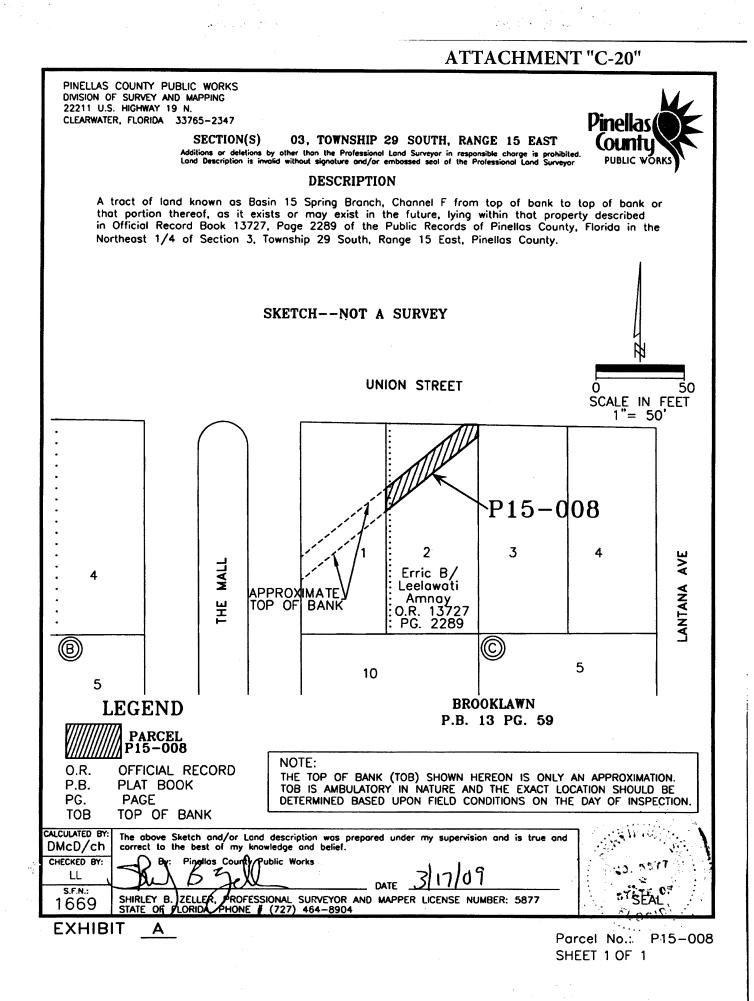
SEAL My Commission Expires: Matricia Musicarella Notary Public State of Florida My commission expires 64/2011 Commission NO. DD 76500



ATTACHMENT "C-20"

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O.R. 1601 PAGE 551 ATTACHMENT "C-21"

32933B

DRAINAGE AND UTILITIES EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

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JAN 25

AVERY W. D. LARASON, CLERK

That the undersigned, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, hereby grant and convey to PINELLAS COUNTY, a political subdivision of the State of Florida, its successors and assigns, an easement for utilities and underground drainage purposes across the following described parcel of land in Pinellas County, Florida, to-wit;

> A strip of land 20 feet in width lying along the Easterly side of the centerline of King's Highway (Sunny Park Groves) and extending Southward from an extension of the Northerly line of Lot 18, Block F to an extension of the Southerly lot line of Lot 19, Block E, Sunny Park Groves Subdivision, according to map or plat thereof recorded in Plat Book 36, Page 2, Public Records of Pinellas County, Florida.

The Grantee shall have the right to use said easement for the installation and maintenance of utility lines and poles and for underground drainage, and shall have the right of ingress and egress across said easement for such purposes.

The Grantors reserve the right of ingress and egress across said property and shall have the right to otherwise use the same provided such use shall not interfere with the rights of the Grantee.

The Grantors shall not erect or construct-any buildings or other structures upon said property nor otherwise interfere with the use thereof by the Grantee for the purposes herein described.

The Grantors covenant that they have the right to convey said easement and that the Grantee, its successors and assigns shall have quiet and peaceful possession, use and enjoyment thereof.

ATTACHMENT "C-21" 0.R. 1601 PAGE 552

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals this $\underline{/4\pi}_{day}$ of January, 1963.

Witnesses:

Mary Helen Mary Helen Clausen

am M. Ramsey Ramsey

red Campbell, Jr

Harriette H. Campbell

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, JOHN CLAUSEN, MARY HELEN CLAUSEN, WILLIAM M. RAMSEY, HAZEL A. RAMSEY, FRED CAMPBELL, JR. AND HARRIETTE H. CAMPBELL, to me well known to be the persons described in and who executed the foregoing instrument, and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

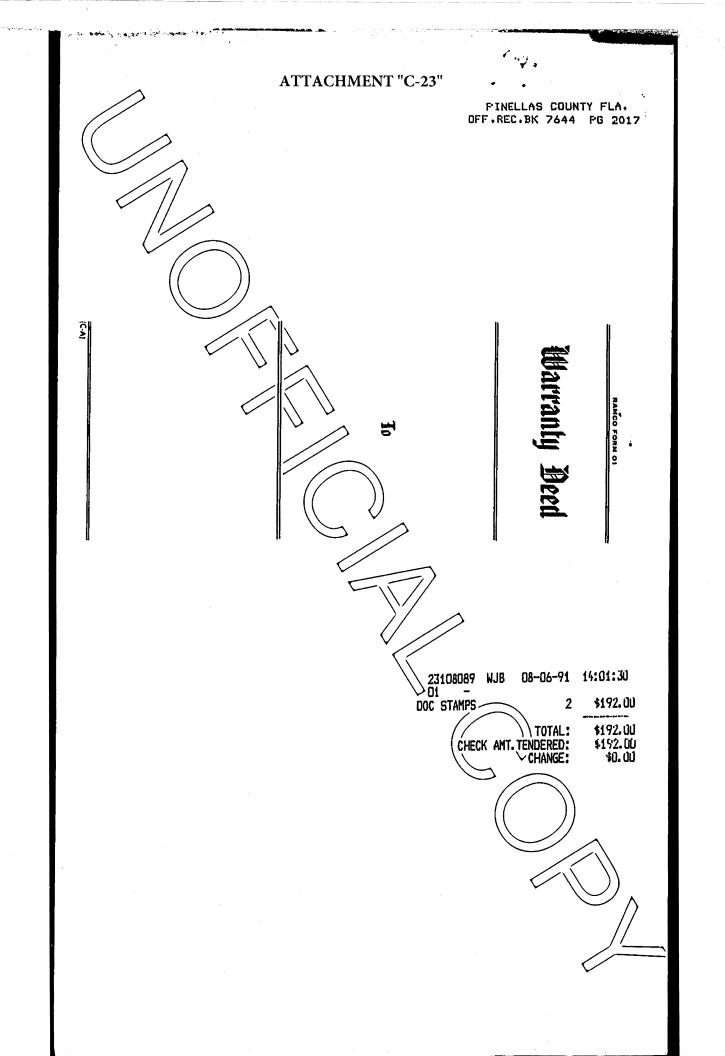
WITNESS my hand and seal this <u>19</u> day of January, 1963, at Clearwater, Pinellas County, Florida.

My Commission Expires: Notary Public, State of Florida at My Commission Expires Oot. 18, Bonded by American Surety Co. of

WARRANTY DEED (enclose self-eddressed stanged envelope) Barry M. Elkin, Esq. RAMCO FORM OF NBIVIS. TO INCIVIC ATTACHMENT INST # 91-189614 "C-22" 9500 Koger Boulevard, Suite 209 St. Petersburg, FL 33702 JLY 17, 1991 11:24AM This instrument Prepared by: Barry M. Elkin, Esq. PINELLAS COUNTY FLA. OFF.REC.BK 7625 PG 537 9500 Koger Boulevard, Suite 209 St. Petersburg, FL 33702 Property Apprelsers Percel I.D. (Follo) Number(s): 28/28/16/00036/004/0030 Grantee(s) S.S.#(s): PACE ABOVE THER LINE FOR SPACE ABOVE THEN LINE FO This Warranty Decd Made the 16thday uf July A. D. 19 91 by RICHARD MAHER and JAMES A. VOGEL hereinafter called the grantor, to PINELLAS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA whose postollice address is ATTN: ENGINEERING RIGHT OF WAY 315 Court Street Clearwater, FL whose postoffere united to even the term 'statuted' soil "granter" include all the parties to this lastrument and (Whervier and beins, the term 'statuted' soil "granter" include all the parties to this lastrument and the beins, head, representatives and assigns of individuals, and the surressure and assigns of emporations with the beins. Head, representatives and assigns of individuals, and the surressure and assigns of emporations O RECORT 34616 REC 198 DS Wilnessein: That the grantur, for and in consideration of the sum of \$10.00 and other INT valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, re-mises, releases, conveys and confirms unto the grantee, all that certain land situate in Pinellas FEFS mises, releases, conveys and confirms unto the grantee, all that certain land situate in MIF County, Florida, viz: N/C REV Lot 3, Block 4, ACKERS'SUBDIVISION, according to the plat thereof as recorded in/Plat Book'30, Page 91, Public TOT A491 Records of Pinellas County, Florida. THIS IS NOT THE HOMESTEAD OF THE ABOVE LISTED GRANTORS WHO IN FACT RESIDE AT: 203 59 AVE. ST. PETE BEACH FL 33706 (Richard Maher) and STACA 386 James A. Vogel). TOAEINET with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. To Have and to Hold, the same in fee simple forever. Had the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the granter has good right and lawful authority to sell and convey said land; that the granter hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1990 Occumentary Tax Pd. 4 1984 Ocumentary Tax Pd. \$ In Witness Whercof, the said granter has signed and sealed these presents the day and year first above written. Signed realed and delivered in our presence: (MUSURE) Uldinger CHKISTINE J., ALDINGER. Name: Diane Signer SCLERK SC HERK LS DIANE SING Name: DEBLAKER, IFIED BY: 9 STATE OF PENNSYLVANIA COUNTY OF Philadilp I HEREBY CERTIFY that on this day, before me, a officer duty authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared RICHARD MAHER to me known to be the person described in and who executed the foregoing instrument and he acknowledged μ before me that he executed the same. EEN WITNESS my hand and official scal in the County and State last afdrei K day of KARL July, A. D. 19 91 REPURN TO: * nd By: PRIME COUPERY RIGHT OF WAY Pinel Coursy - Publis Wild V PUBLIC Nota ial Saal nastance R. Keyser, Notary Pullic Philiadelphia, Philadelphia Courty My Comission Fight V. 1. . . . 1 Name & Addr 440 C 101 C 10 10 * ******* AGENT Charweier, FL 34119

FINELLAS COUNTY FLA. OFF .REC . BK 7625 PG 538 STATE OF FLORIDA ATTACHEMENT "C-22" COUNTY OF PINELLAS I HEREBY CERTIFY THAT ON THIS DAY, BEFORE ME, AN OFFICER DULY AUTHORIZED IN THE STATE AFORESAID AND IN THE COUNTY AFORESAID, TO TAKE ACKNOWLEDGEMENTS, PERSONALLY APPEARED JAMES A. VOGEL, TO ME KNOWN TO BE THE PERSON DESCRIBEDIN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND HE ACKNOWLEDGED BEFORE ME THAT HE EXECUTED THE SAME. Notary Public MY. Commission Expires: 2/3/94 Name & Address: SIZALINE DEVANS S. 2 St. PETERSBURG WITNESS AS TO JAMES A. VOGEL NAME: SUZANNE DEVLIN O.V WITNESS AS TO JAMES A. VOGEL NAME: LINDA O. KANN 27085301 RMH 07-17-91 09:42:42 01 DOC STAMPS \$198.00 2 /TOTAL: \$198.00 CHECK AMT. TENDERED: \$198.00 \$0.00

Margaret Land at a rear of state where the same WARRANTY DEED INDIVID. TO HOIVID This instrument was prepared by CENTURY TITLE AND ABSTRACT. INC. **ATTACHMENT "C-23"** Martha S. Weaver BY. 325 Belcher Road N Clearwaler, FL 34625 which instrument was prepared incidental This Instrument Prepared by: to the writing of a Title insurance Policy INST # 91-211693 FINELLAS COUNTY FLA. 6, 1991 4:54PM AUG OFF.REC.BK 7644 PG 2016 Property Appraisers Parcel Identification (Folio) Number(s): 28/28/16/00036/004/0020 Grantee(s) S.S. #(s):/ SPACE ABOVE THIS LINE FOR RECORDING DATA TULAS COUNTY - RIGHT OF WAY This marranty area Made the 23rd day of July A.D. Sidy J. Shoemaker, a married man and Louella I. Shoemaker, a single woman, A.D. 19 91 by hereingyter called its granter, to Pinellas County, A Political Subdivision of The State of Florida whose post affice address is 440 Court St., Clearwater, FL 34616 ATTN: Engineering - Right-of-Way Dept. hereinaster called the grantee: Wherever used herein the terms "granter" and "grantee" include all the parties to this instrument and the heire, legal representatives and assigns of individuals, and the successors and assigns of corporations **Witnesseth:** That the grantor, for and in consideration of the sum of \$ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, rcleases, conveys and confirms unto the grantee all that certain land situate in Pinellas County, State of Florida / , viz: Victor Lot 2, Block 4, Acker's Subdivision, according to the map or plat thereof, as recorded in Plat Book 30, page '91, Public Records of Pinellas County, Pitting Florida. 5 **Right of Way Di** Pinelas County Subject to easements and restrictions of record. Prepared By THE GRANTOR WARRANTS THIS IS NOT HOMESTEAD PROPERTY AS STATED IN THE CONSTITUTION IN THE STATE OF FLORIDA. KARLEEN F. DEBLAKER, CLERK RECORD VERIFIED BY: 70 **Jagether**, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. OI RECORDING On Have and to Hold, the same in see simple forever. REC 192102 And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee DS simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the INT title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 19 91. FEES MIT In mitness mhereof, the said grantor has signed and sealed these presents the day and year first above P/C written REV Signed, sealed and delivered in the presence of: TOTAL/4 BED 汇多 Shoemake Jay J. 2ebo Mario A 83 Mason NY 1390 Barbara Worobey Ave Ri nton a, oem Phated Sumal 4.S. 2.00 Zeborie Marie A. Louella I. Shoemaker County Dibly True Pd. Printed Sign LOUELLA I. SHOEMAKER Same of the 20 · rl'ent Post Office Adde Barbara Worobey 83 Mason Ave., Binghamton, NY (13904 Printed Sig Clark. STATE OF New York COUNTY OF / Broome I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Jay J. Spansker, a single man and Louella I. Spansker, a single // worten, as joint tenants with rights of survivership to me known to be the person ^S described in and E Dogrammy Tat P2. to me known to be the person S described in and to me known to be the ho executed the foregoing instrument and they acknowledged before me that they executed the s WITNESS my hand and fiftherial seal in the County and State last aforesaid this for a day of JU ... A.D. 1991-July j. SEAL REBECCA L. VAN WIE ÉRECC My Columnission Environmy Public, State of New York Residing in Broome County Ny commission expires Bapt 30, 1994 π_{i}



Steven M. Seibert, BBd THIS INSTRUMENT PREPARED BY (AND MAIL TO) FORM 104 WARRANEN DEED-(Sestutory For 88018847 JOHNSON, BLAKELY, POPE, BOKOR, RUPPEL& TEW, P.A. executive line Post Office Box 1368 Clearwater, Florida 33517 nis Indenture, OR6669PG1174 **ATTACHMENT "C-24"** schude all genders and singular or placed as the content indicates.) Made this 25th _____day of _____January___ Between 19 88 . STANLEY KLOSKA and BOZENA KLOSKA, his wife of the County of 🖊 Monroe . State of Florida , grantor, and PINELLAS COUNTY, a political subdivision of the State of Florida, attention: Fingineering Department whose post-office address is 315 Court Street, Clearwater, Florida, 34616 of the County of (Pinel las ,State of Plorida , grantee, milnesseth: That said grantor, for and in consideration of the sum of Ten and 00/100----Dollars, and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby - 21 acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs, successors and assigns forever, the following described land, situate, lying and being in Pinellas LND County, Florida, to-wit: LOT 18, Block 7, VIRGINIA GROVE TERRACE FOURTH ADDITION, according to plat thereof recorded in Plat Book 37, Page 75, Public Records of Pinellas County, Florida. C) อี่ รับ รับ SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY, AND TO TAXES FOR THE YEAR 1988 AND SUBSEQUENT YEARS. OI CASH 40 Rec ______ 41.05 45 fat 1. 4F F2. NC Total 5 ċ UNDER THE THREAT OF CONDEMNATION, NO DOCUMENTARY STAMPS ARE REQUIRED. 88 and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever. In-Atness Ahereof. Grantor has hereunto set grantor's hand and seal the day and year first above written. Signed, sealed and delivered in our presence: Itas IX a. (Seal) Stanley KY pozenio (Seal) Bozena Kloska (Seal) (Seal) STATE OF FLORIDA COUNTY OF MONROE I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally opperied STANLEY KLOSKA and BOZENA KLOSKA to me known to be the person(s) described in and who executed the foregoing instrument and geknowledged before me the execution of same. \$ WITNESS my hand and official seal in the County and State last aforesaid this 20th day of anuary, 1988 Notary Public ETTER PERICE STATE OF FLEMON AT CLANISSING FOR ALL IN THE TOTAL My commission expires: _ MIDSTATE LEGAL SUPPLY CO., INC. - ORLANDO, FLORIDA